



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)

Government of Guam

148 Route 1 Marine Drive, Piti Guam 96915

Tel: 475-1713 \* Telefax: 472-4217; 475-1716; 475-1727

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Accountability	*	Impartiality	*	Competence	*	Openness	*	Value
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**INVITATION FOR BID NO. : GSA-0142-13**

**DESCRIPTION:**

**“ Nutrition Services for the comprehensive Management, Operations, & Maintenance of the Elderly Nutrition Program, Home-Delivered Meals component.”**

**SPECIAL REMINDER TO PROSPECTIVE BIDDERS**

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, in duplicate, at the date and time for bid opening.

( X ) BID GUARANTEE (15% of Bid Amount) May be in the form of;  
**Reference #11 on the General Terms and Conditions**

a. Cashier's Check or Certified Check

b. Letter of Credit

c. Surety Bond – Valid only if accompanied by:

1. Current Certificate of Authority issued by the Insurance Commissioner;
2. Power of Attorney issued by the Surety to the Resident General Agent;
3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

(X) BROCHURES/DESCRIPTIVE LITERATURE;

(X) MANDATORY PRE-BID CONFERENCE TO BE HELD IN THE GSA CONFERENCE ON AUGUST 12,2013 AT 10:00 A.M.

(X) FINANCIAL STATEMENT AND LAST (3) YEARS OF AUDIT REPORT PREPARED BY A CERTIFIED PUBLIC ACCOUNTANT

(X ) AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

a. Date of signature of the person authorized to sign the bid and the notary date must be the same.

(X) OTHER REQUIREMENTS:

Non-Collusion Affidavit, D.O.L. Wage Determination Affidavit, Restriction against Sexual Offenders Affidavit, No Kickbacks or Gratuities Affidavit and Ethical Standards Affidavit, and Affidavit re Contingent Fees, Limited English Proficiency Certification, Certification of non-Discrimination, Civil Rights Requirement, Certification as to Lobbying, Certification Regarding Debarment, and Compliance with Federal Regulations and Laws.

**This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements may be cause for disqualification and rejection of the bid.**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, I, \_\_\_\_\_,  
authorized representative of \_\_\_\_\_ acknowledge receipt of this special  
reminder to prospective bidders with the above referenced IFB.

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Bidder Representative's Signature

***Invitation for Bid: GSA-0142-13***

**ACKNOWLEDGEMENT RECEIPT FORM**

**Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit via fax 472-4217 / 475-1727**

**Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Time** \_\_\_\_\_

**Contact Number** \_\_\_\_\_

**Fax Number** \_\_\_\_\_

**Contact Person regarding IFB** \_\_\_\_\_

**Title** \_\_\_\_\_

**E-Mail Address** \_\_\_\_\_

**Company/Firm** \_\_\_\_\_

**Address** \_\_\_\_\_

Note: GSA will not be liable for failure to provide notice to any party who did not register contact information.

**All questions and concerns in regards to this bid be submitted attention to:**

**ATTN: TIANNA SARROSA REF: GSA-0142-13 (F) 472-4217 / (F)475-1727 / (F)475-1716**

- REMINDER: PRE-BID CONFERENCE WILL BE HELD IN THE GSA CONFERENCE ROOM ON **AUGUST 12, 2013 AT 10:00 A.M**
- ALL OTHER QUESTIONS AND CONCERNS AFTER THE PRE-BID CONFERENCE MUST BE SUBMITTED IN WRITING NO LATER THAN **AUGUST 15, 2013 3:00 P.M**, ANYTHING SUBMITTED AFTER **AUGUST 15, 2013 3:00 P.M** WILL NOT BE ENTERTAINED.

## ISSUING OFFICE:

CLAUDIA S. ACFALLE  
Chief Procurement Officer

DATE ISSUED: July 31, 2013

BID INVITATION NO: GSA-0142-13

**BID FOR: Nutrition Services for the comprehensive Management, Operations, & Maintenance of the Elderly Nutrition Program, Home-Delivered Meals component.**

SPECIFICATION: **See Attached**

DESTINATION: DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES

**REQUIRED DELIVERY DATE: Effectuated date for this contract is October 1 , 2013. A Notice to Proceed (NTP) will be issued to the successful bidder. Commencement date will be in 30 days upon receipt of NTP (service may commence earlier). For a period of one (1) year with an option to renew on a year to year basis for two (2) additional years, subject to availability of funds.**

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**INSTRUCTION TO BIDDERS:**

INDICATE WHETHER:            INDIVIDUAL            PARTNERSHIP            CORPORATION

INCORPORATED IN: \_\_\_\_\_

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time)10:00 a.m. Date: 8/23/13 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 60 calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON  
AUTHORIZED TO SIGN THIS BID:

**AWARD: CONTRACT NO.:** \_\_\_\_\_ **AMOUNT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

ITEM	NO(S).	AWARDED:

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE  
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON  
AUTHORIZED TO SIGN THIS CONTRACT:

**AFFIDAVIT RE ETHICAL STANDARDS**

TERRITORY OF GUAM        )  
  ) ss.  
HAGATNA, GUAM            )

\_\_\_\_\_ [state name of affiant signing below], being first duly sworn,  
deposes and says that:

The affiant is \_\_\_\_\_ [state one of the following: *the offeror, a partner of the offeror, an officer of the offeror*] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

\_\_\_\_\_  
Signature of one of the following:  
Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires \_\_\_\_\_, \_\_\_\_\_.

**AFFIDAVIT re NO GRATUITIES or KICKBACKS**

TERRITORY OF GUAM        )  
  ) ss.  
HAGATNA, GUAM            )

\_\_\_\_\_ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror company] \_\_\_\_\_. Affiant is \_\_\_\_\_ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offerors proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offerors officers, representatives, agents, subcontractors, and employees.

\_\_\_\_\_  
Signature of one of the following:  
Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires \_\_\_\_\_, \_\_\_\_\_.

Eddie Baza Calvo  
Governor



Benita Manglona  
Director, Dept. of Admin.

**GENERAL SERVICES AGENCY**  
**Government of Guam**  
148 Route 1 Marine Drive Corp  
Piti, Guam 96915

Ray Tenorio  
Lt. Governor

Anthony C. Blaz  
Deputy Director

### Special Provisions

#### Restriction against Sex Offenders Employed by service providers to Government of Guam from working on Government Property.

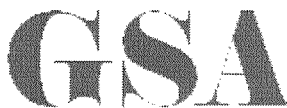
If a contract for services is awarded to the bidder or offeror, then the service provider must warranty that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of Guam code Annotated or of an offense defined in Article 2 of chapter 28 of Title 9 of the Guam Code annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

Signature of Bidder	Date
Proposer, if an individual;	
Partner, if a partnership;	
Officer, if a corporation.	

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Notary Public

Eddie Baza Calvo  
Governor



Benita Manglona  
Director, Dept. of Admin.

**GENERAL SERVICES AGENCY**  
**Government of Guam**  
**148 Route 1 Marine Drive Corp**  
**Piti, Guam 96915**

Ray Tenorio  
Lt. Governor

Anthony C. Blaz  
Deputy Director

**FORM E**  
**DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION**

Procurement No: **GSA-0142-13**

Name of Offeror Company: \_\_\_\_\_ hereby  
certifies under penalty of perjury:

- (1) That I am \_\_\_\_\_ (the offeror, a partner of the offeror,  
an officer of the offeror) making the bid or proposal in the foregoing identified  
procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which  
read:

**§ 5801. Wage Determination Established.**

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

**§ 5802. Benefits.**

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

- (3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS – Please attach!]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Diane C. Koplewski	Division of		Wage Determination No.: 2005-2147
Director	Wage Determinations		Revision No.: 14
			Date Of Revision: 06/13/2012

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States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide  
 Northern Marianas Statewide  
 Wake Island Statewide

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**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01531 - Travel Clerk I		11.61
01532 - Travel Clerk II		12.57
01533 - Travel Clerk III		13.44
01611 - Word Processor I		12.25
01612 - Word Processor II		13.75
01613 - Word Processor III		15.38
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		13.34
05010 - Automotive Electrician		13.06
05040 - Automotive Glass Installer		12.10
05070 - Automotive Worker		12.10
05110 - Mobile Equipment Servicer		8.59
05130 - Motor Equipment Metal Mechanic		13.06
05160 - Motor Equipment Metal Worker		12.10
05190 - Motor Vehicle Mechanic		13.06
05220 - Motor Vehicle Mechanic Helper		10.12
05250 - Motor Vehicle Upholstery Worker		12.10
05280 - Motor Vehicle Wrecker		12.10
05310 - Painter, Automotive		12.37
05340 - Radiator Repair Specialist		12.10
05370 - Tire Repairer		7.81
05400 - Transmission Repair Specialist		12.10



07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	9.54
07042 - Cook II	11.78
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneuro-diagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30
12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.84
12235 - Optical Dispenser	15.81
12236 - Optical Technician	14.14
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.84
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	19.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.06
13012 - Exhibits Specialist II	18.66
13013 - Exhibits Specialist III	22.83
13041 - Illustrator I	15.06
13042 - Illustrator II	18.66
13043 - Illustrator III	22.83
13047 - Librarian	20.66
13050 - Library Aide/Clerk	12.00
13054 - Library Information Technology Systems Administrator	18.66
13058 - Library Technician	15.06
13061 - Media Specialist I	13.46

13062 - Media Specialist II	15.06
13063 - Media Specialist III	16.80
13071 - Photographer I	12.82
13072 - Photographer II	14.32
13073 - Photographer III	17.75
13074 - Photographer IV	21.73
13075 - Photographer V	26.30
13110 - Video Teleconference Technician	12.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.65
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I (see 1)	15.73
14072 - Computer Programmer II (see 1)	19.50
14073 - Computer Programmer III (see 1)	23.84
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	24.23
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	13.65
14160 - Personal Computer Support Technician	19.50
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.08
16030 - Counter Attendant	8.08
16040 - Dry Cleaner	9.34
16070 - Finisher, Flatwork, Machine	8.08
16090 - Presser, Hand	8.08
16110 - Presser, Machine, Dry-cleaning	8.08
16130 - Presser, Machine, Shirts	8.08
16160 - Presser, Machine, Wearing Apparel, Laundry	8.08
16190 - Sewing Machine Operator	9.86
16220 - Tailor	10.33
16250 - Washer, Machine	8.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.49
21030 - Material Coordinator	18.34
21040 - Material Expediter	18.34
21050 - Material Handling Laborer	10.65
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.49
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23080 - Aircraft Worker	17.38

23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05

27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.74
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truck Driver, Light	8.97
31362 - Truck Driver, Medium	11.61
31363 - Truck Driver, Heavy	12.48
31364 - Truck Driver, Tractor-Trailer	12.48
99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04

99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all Occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Eddie Baza Calvo  
Governor



Benita Manglona  
Director, Dept. of Admin.

**GENERAL SERVICES AGENCY**  
**Government of Guam**  
**148 Route 1 Marine Drive Corp**  
**Piti, Guam 96915**

Ray Tenorio  
Lt. Governor

Anthony C. Blaz  
Deputy Director

**AFFIDAVIT re NON-COLLUSION**

TERRITORY OF GUAM       )  
  ) ss.  
HAGATNA, GUAM            )

\_\_\_\_\_ [state name of affiant signing below], being first duly sworn,  
deposes and says that:

1.     The    name    of    the    offering    company    or    individual    is    [state name of company]  
\_\_\_\_\_.

2.    The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3.    I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

\_\_\_\_\_  
Signature of one of the following:  
Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires \_\_\_\_\_, \_\_\_\_\_.



# AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

TERRITORY OF GUAM )  
HAGATNA, GUAM ) SS:

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that [please check only one]:

☐ The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

[ ] The offeror is a corporation, partnership, joint venture, or association known as \_\_\_\_\_ [please state name of offeror company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares of interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [if none, please so state]:

Name	Address	<u>Compensation</u>
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C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

Signature of one of the following:  
 Offeror, if the offeror is an individual;  
 Partner, if the offeror is a partnership;  
 Officer, if the offeror is a corporation.

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

NOTARY PUBLIC  
My commission expires

**AFFIDAVIT re CONTINGENT FEES**

TERRITORY OF GUAM                                 )  
  ) SS:  
HAGATNA, GUAM   )

\_\_\_\_\_ [state name of affiant signing below], being first sworn, deposes and says that:

1.       The name of the offering company or individual is [state name of company]

\_\_\_\_\_

2.       As a part of the offering company’s bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

3.       As a part of the offering company’s bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

4.       I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror’s officers, representatives, agents, subcontractors, and employees.

\_\_\_\_\_  
Signature of one of the following:  
Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires\_\_\_\_\_

**MANDATORY FEDERAL PROGRAM FORMS.** The purchasing agency is providing the additional Mandatory Federal Program form samples. They must be completed and included with the IFB. The forms are attached in Section XV. Appendix of Mandatory Forms. **Failure to complete and submit the forms will automatically disqualify the Bidder submission to this IFB, as being non-responsive.** Furthermore, all Mandatory Federal Program forms submitted by the Bidder awarded the contract will be open to public inspection and copying. The Mandatory Federal Program forms include the following:

1. Limited English Proficiency Certification;
2. Certification of Non-Discrimination;
3. Civil Rights Requirements;
4. Certification as to Lobbying;
5. Certification Regarding Debarment; and
6. Compliance with Federal Laws and Regulations.

**LIMITED ENGLISH PROFICIENCY CERTIFICATION  
FOR INVITATION FOR BID NO. GSA-0142-13**

Limited English Proficiency Certification

I certify that Limited English Proficiency persons have meaningful access to any services under any developed (if applicable) program(s). National origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

SUBMITTED BY:

Signature:	Date:
------------	-------

Name:	Title:
-------	--------

Agency:

**Instructions: Bidders need to sign and submit this form with this IFB.**

CERTIFICATION OF NON-DISCRIMINATION  
FOR INVITATION FOR BID NO. GSA-0142-13

Certification of Non-Discrimination

Contractor agrees that:

It will comply, with and will insure compliance by its sub-grantees and contractors with the non discrimination requirements of the following statutes and regulations:

- Omnibus Crime Control and Safe Streets Act of 1968, as amended, and 42 U.S.C. 3789(d) which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the United States Department of Justice funded programs or activities;
- Title VI of the Civil Rights Act of 1964, and 42 U.S.C. §2000d which prohibits discrimination on the basis of race, color or national origin in the United States Department of Justice funded programs or activities;
- Section 504 of the Rehabilitation Act of 1973, and 29 U.S.C. §794 which prohibits discrimination on the basis of disability in U.S. D.O.E. funded programs or activities;
- Title II of the Americans with Disabilities Act (ADA) of 1990, and 42 U.S.C. §12132, as it relates to discrimination on the basis of disability in the United States Department of Justice funded programs or activities;
- Title IX of the Education Amendments of 1972, and 20 U.S.C. §1681 as it relates to discrimination on the basis of sex the United States Department of Justice funded training or educational programs;
- The Age Discrimination Act 1975, and 42 U.S.C. §6102, as it relates to services discrimination on the basis of age the United States Department of Justice funded programs or activities.

No person shall, on the grounds of race, color, religion, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in connection with any program or activity funded in whole or in part with funds made available under this title from the U.S. Department of Health and Human Services. The applicant agency also certified that, if required to formulate an Equal Employment Opportunity Plan (EEOP), in accordance with 28 CFR 42.301 et seq., it will maintain a current one on file. Non-compliance with the discrimination regulations may result in the suspension or termination of funding.

In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, or disability against a recipient of Federal funds, or any sub-grantee or contractor of that recipient, a copy of such findings must be forwarded to the United States of Department of Health and Human Services.

If your offeror is required to develop an EEOP and your offeror has received a single award for \$500,000 or more in grant funds, whether directly from the U.S. Department of Health and Human Services or indirectly from a state or local agency as a sub-recipient, your agency must submit a copy of the subject EEOP to the U.S. Department of Health and Human Services for their review and approval.

SUBMITTED BY:

Signature of Authorized Official:	Date:
Name of Authorized Official:	
Name of Offeror:	

Instructions: Bidders need to sign and submit this form with this IFB.

**CIVIL RIGHTS REQUIREMENTS  
FOR INVITATION FOR BID NO. GSA-0142-13**

Civil Rights Requirements

Contractor:

Civil Rights Contact Person:

Title/Address:


Telephone Number:

Number of persons employed by the offeror unit:

**Instructions: Bidder need to sign and submit this form with this IFB.**

CERTIFICATION REGARDING LOBBYING  
FOR INVITATION FOR BID NO. GSA-0142-13

By signing and submitting this certification, Contractor is certifying as set out below:

CERTIFICATIONS REGARDING LOBBYING

Applicant should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of the Application Cover Page provides for 34 CFR Part 85, “Government-wide Debarment and suspension (Nonprocurement).” The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Public Health and Social Services (DPHSS) determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

SIGNATURE DATE

NAME COMPANY

Instructions: Bidders need to sign and submit this form with this IFB.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
FOR INVITATION FOR BID NO. GSA-0142-13

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	
<b>PROJECT INFORMATION:</b>	
Project Name: _____	
Project Number: _____	
Data Universal Numbering System (DUNS) Number: _____	
Principal Contact: _____	
Firm Name / Contact Name / Title	
Firm Address/ Phone Number/ Email Address	
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	
<b>Contractor-</b>	
(1) The undersigned certifies, by submission of this proposal, that it and its principals:	
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal agencies;	
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;	
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and	
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.	
(2) Where the undersigned is unable to certify to any of the statements in this certification, such Subrecipient/ Sub Grantee offeror shall attach an explanation to this proposal*.	
*Exceptions will not necessarily result in denial of award, but will be considered in determining offeror responsibility. For any exception noted, indicate to whom it applies, initiating agency, dates of action, and the type of violation.	
I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of Guam.	
Signature/Authorized Certifying Official	Typed Name and Title
Prospective Contractor/Offeror	Date Signed
Contractor License No. (if any)	
Instructions: Bidders need to sign and submit this form with this IFB.	



**COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS  
FOR INVITATION FOR BID NO. GSA-0142-13**

The certifications and representations of offeror(s)/ contractor(s) are verified and signed on the page four of this four page form. The terms and conditions as to compliance with Federal Laws and Regulation that are part of this procurement, include, but are not limited to these requirements.

**A. Equal Employment Opportunity & Nondiscrimination**

Contractor agrees to comply with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 11375--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60--Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. Contractor agrees that no person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or other classification protected by federal or state laws and regulations; nor shall they be excluded from participation in, be denied benefits, or be otherwise subjected to discrimination in the performance of contracts with the government of Guam or in the employment practices of the government of Guam' contractors. Accordingly, all contractors entering into contracts with the government of Guam shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

**B. Discovery or Invention- Notice.**

Contractor and the Government are not contracting for any Services/ Work that constitutes as a Discovery or Invention under this Agreement as initially executed. Pursuant to 34 CFR Part 80.36 (i) (8) required notification is given by the Government to Contractor: United States Department of Justice's requirements relating to discoveries, inventions, copy rights and rights in data as set forth in A-102 Section \_ .36 apply and Patent Rights in Inventions Made With Federal Assistance 35 USC 202-204, as implemented by 37 CFR 401 apply where applicable.

**C. Clean Air Act.**

Contractor and Subcontractor agree to comply with Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Contracts and sub grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).

**D. Byrd Anti-Lobbying.**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - applies to contracts over \$100,000. Contractor as part of this Agreement certifies compliance with 31 U.S.C. 1352 and agrees to provide a copy of the Byrd Anti-Lobbying certification to the OAG, and to require any subcontractors of \$100,000 or more to file a Byrd Anti-Lobbying certification. Contractor represents that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The disclosures are to be forwarded from Contractor and its subcontractors up to the Government.

**E. Debarment and Suspension.**

Debarment and Suspension (E.O. 12549 and E.O. 12689)--No contract may be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or No procurement Programs in accordance with E.O. 12549 and E.O. 12689--Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractor certifies that contractor, nor any of contractor's trustees, officers, directors, agents, servants or employees (whether paid or voluntary) is debarred or suspended or suspended on federal, state or local debarment and suspension lists; or otherwise excluded from or ineligible for participation in federal or local assistance programs.

**F. Drug-Free Work Place.**

Contractor acknowledges that the Government maintains a drug free work place in compliance with Drug-Free Workplace Act of 1988 (Pub. L.100-690) and Contractor and subcontractors agree to comply with the Drug-Free Work Place Act.  
DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause--

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

"Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about—

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor’s policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b) (1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b) (1) of this clause that, as a condition of continued employment on this contract, the employee will—

(i) Abide by the terms of the statement; and

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(ii) Notify the employer in writing of the employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b) (4) (ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b) (1) through (b) (6) of this clause.

(8) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(9) In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

#### **G. Trafficking Victims Protection Act of 2000 (TVPA), as amended 22 U.S.C. 7104(g).**

Contractor and its subcontractor, and their employees associated with performance under this procurement shall not (i) engage in severe forms of trafficking in persons during the period of time that the procurement is in effect; (ii) procure a commercial sex act during the time that the procurement is in effect, or (iii) used forced labor in the performance of services in this procurement as defined in the TVPA as amended or the federal regulations, including but not limited to 2 CFR 175. The Government of Guam and the United States Department of Public Health and Human Services, Administration for Children and Families may terminate any work, contract, grant, subgrant without penalty for any violation of these provisions by the Contractor and its subcontractors and their employees, imputed to the Contractor or its subcontractor imputed to them using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by the United States Department of Public Health and Human Services 2 CFR part 376.

Contractor and its subcontractors shall inform the Government of Guam and the United States Department of Public Health and Human Services, Administration for Children and Families immediately of any information they receive from any source alleging violation of (i)(ii) and (iii) above. Contractor and its subcontractors must include this section in any subcontracts they make in this procurement. The following definitions apply to this section: (1) “Employee” means either: an individual employed by you or a subrecipient who is engaged in the performance of this procurement; or another person engaged in the performance of services in this procurement not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. (3). “Private entity”: means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

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#### **H. Charitable Choice (applies to faith-based organizations only).**

Contractor attests that funds received as a result of this procurement will not be used for sectarian instruction, worship, proselytizing or for any other purely religious activities that are not directed toward the secular social goals related to the services described in the IFB. Contractor agrees to serve all eligible members of the public without regard to their religious beliefs and, further, must not require clients’ active participation in any religious practice. (In carrying out the said services, the Contractor will remain independent from federal, state and local governments; will retain control over the expression of its religious beliefs, and is not required to remove its religious writings or symbols or to alter its internal governance as a condition of doing business with the DPHSS DSC). U.S. Department of Health and Human Services regulations pertaining to Equal Treatment for Faith-Based Organizations can be found at 45 CFR Part 87. DPHSS DSC incorporates and follows the Equal Treatment Regulations for Faith-Based Organizations as a matter of good practice.

SUBMITTED BY:

Signature of Authorized Official:	Date:
Name of Authorized Official:	
Name of Bidder:	

**This Form Must Be Submitted With the IFB.**

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY  
148 Route 1, Marine Corp. Drive  
Piti, Guam 96915

BID BOND  
NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_, as Principal hereinafter called the Principal, and (Bonding Company), \_\_\_\_\_ A duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety are Held firmly bound unto the Territory of Guam for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for Payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (identify project by number and brief description)

NOW, THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or bonds as may be specified in bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 2012

\_\_\_\_\_  
(PRINCIPAL) (SEAL)

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(RESIDENT GENERAL AGENT)

## **INSTRUCTION TO PROVIDERS:**

NOTICE to all Insurance and Bonding Institutions:

The Bond requires the signatures of the Vendor, two (2) major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to General Services Agency, it should be accompanied with copies of The following:

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
2. Power of Attorney issued by the Surety to the Resident General Agent.
3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

Bonds, submitted as Bid Guarantee, without signatures and supporting documents are invalid and Bids will be rejected.

**GOVERNMENT OF GUAM  
GENERAL TERMS AND CONDITIONS**

**SEALED BID SOLICITATION AND AWARD**

**Only those Boxes checked below are applicable to this bid.**

- [ X ] 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- [ X ] 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
- [ X ] 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- [X ] 4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- [ X ] 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- [ X ] 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:**  
Bidders shall comply with all specifications and other requirements of the Solicitation.
- [ ] 7. **“ALL OR NONE” BIDS:** NOTE: By checking this item, the Government is requesting all of the bid items to be bided or none at all. **The Government will not award on an itemized basis.**
- [X ] 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- [X ] 9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [X] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- [X ] 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. **Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier's Check will serve as Bid Security for this procurement.**
- [X] 12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 40 of these General Terms and Conditions.
- [X] 13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [ X ] 14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service. Pre-award inspection of the bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing goods and/or service as described in this bid with a good record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment or organization" as used herein shall be construed to mean a fully equipped and well established company in line with best business practices in the industry and as determined by the proper authorities.
- [ X ] 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions.

☒ 16. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:**

In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:

- a) Price of items offered.
- b) The ability, capacity, and skill of the Bidder to perform.
- c) Whether the Bidder can perform promptly or within the specified time.
- d) The quality of performance of the Bidder with regards to awards previously made to him.
- e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
- f) The sufficiency of the financial resources and ability of the Bidder to perform.
- g) The ability of the bidder to provide future maintenance and services for the subject of the award.
- h) The compliance with all of the conditions to the Solicitation.

☒ 17. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or to reject all such bids.

☐ 18. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.

☐ 19. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.

☐ 20. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.

☐ 21. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.

☒ 22. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of a error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government ( 2 GAR, Div.4 §1103).

☐ 23. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.

☐ 24. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.

☐ 25. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

☐ 26. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

☒ 27. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.

☐ 28. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

- [ ] 29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [ ] 30. **GUARANTEE:**
- a) **Guarantee of Vehicle Type of Equipment:**  
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- b) **Guarantee of Other Type of Equipment:**  
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- (c) **Compliance with this Section is a condition of this Bid.**
- [ X ] 31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [ X ] 32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [ X ] 33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [ X ] 34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [ ] 35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [ ] 36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
- [ X ] 37. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.
- [ X ] 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)
- [ X ] 39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.



- [X ] 40. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor’s delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not e due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(9) (a).1
- [X ] 41. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 42. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. R 3121(e)(1)(C) and R 3121(e)(1)(D)
- [ ] 43. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. R 3121(e)(1)(G)
- [X] 44. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: \_\_\_\_\_Title: \_\_\_\_\_

Address: \_\_\_\_\_Telephone: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# GOVERNMENT OF GUAM

## SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).
2. **PREPARATIONS OF BIDS:**
  - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
  - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
  - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
  - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**
  - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
  - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
  - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
  - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
  - a) **Definition:** Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
  - b) **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

8. DISCOUNTS:

- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

9. GOVERNMENT FURNISHED PROPERTY: No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.

10. SELLER' INVOICES: Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

11. RECEIPT, OPENING AND RECORDING OF BIDS: Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).

12. CONFIDENTIAL DATA: The Procurement Officer shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data.

**ADDITIONAL BIDDER REQUIREMENTS**

Specifications:	Bidding On/Remarks
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**1.0 BACKGROUND INFORMATION OF BIDDER**

On the Bidder’s letterhead, the following background information will be submitted as part of the Bidder’s response to this IFB:

1.1 PROFESSIONAL HISTORY. It is the requirement the Bidder list the following:

- a. Professional complaints pending and resolved filed with Federal and local agencies against them within the last three (3) years. \_\_\_\_\_
- b. All pending and adjudicated criminal or civil contempt proceedings against the Bidder and any employee employed by the Bidder . \_\_\_\_\_
- c. Describe the history of Bidder’s organization and its mission as it relates to providing nutrition services or similar services for eligible individuals, including incorporation date, if applicable, and principal sources of financial support. \_\_\_\_\_
- d. List past experience with Title III Aging Programs and other similar programs administered by Bidder’s organization and significant accomplishments. \_\_\_\_\_
- e. List all government contracts awarded to your organization in the previous three (3) years by title and contract amounts. \_\_\_\_\_
- f. Provide legible certified copies of all Food Service Establishment Inspection Reports received during the previous three (3) years from the Division of Environmental Health, Guam Department of Public Health and Social Services attached to your bid. \_\_\_\_\_

1.2 FINANCIAL CONDITION. It is the requirement the Bidder list the following:

- a. Occurrences in which the audits were not submitted timely and the basis for their untimely submission, for contracts awarded from the Government for the previous three (3) years. \_\_\_\_\_
- b. Citations in the areas of procurement, questioned costs or material weaknesses identified by the Government or through an independent audit for government contracts for the previous three (3) years, which shall include the status or resolution of each citation. \_\_\_\_\_
- c. Defaults of material and financial obligations over Five Thousand Dollars (\$5,000.00), and shall indicate any liens or levies attached to the Bidder’s property or earnings as a result of such obligations, and the status and/or resolution of each obligation. \_\_\_\_\_
- d. Bona fide tax-exempt entity, attach a copy of their latest Annual Information Return including Form 990, schedules and supporting documents [Ref. 26 CFR Part 301 §6104(d)]. \_\_\_\_\_
- e. Provide a copy of your organization’s last (3) years audit report and financial statement prepared by a Certified Public Accountant \_\_\_\_\_

1.3 ADVOCACY AND CAPACITY EXPERIENCE. It is the requirement the Bidder describe the following:

- a. Describe in narrative form your organization’s advocacy experience and current efforts regarding areas affecting older individuals and their outcomes. \_\_\_\_\_

- b. Describe in narrative form demonstrated staff expertise and capacity in specific areas of service affecting older individuals in economic or social need.

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1.4 ADMINISTRATIVE STAFFING. It is the requirement the Bidder describe the following:

- a. The Bidder shall submit with Bid Response a description of the Bidder's proposed staffing for this Bid program. The Bidder shall submit a proposed organizational chart and position description of all proposed positions. The Bidder's organizational chart shall illustrate the placement of this program with relationship to all other programs and businesses under Bidder's organization. The position descriptions shall contain minimum qualifications, abilities, and responsibilities of persons assigned to provide the required services. All employed staff shall meet the minimum requirements set forth in their respective position description. The Bidder shall ensure the key positions identified in this IFB meet the qualifications, abilities, and responsibilities contained in this IFB.

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- b. EXECUTIVE OR PROGRAM DIRECTOR. The Executive or Program Director shall be responsible for the overall management of the Elderly Nutrition Program and shall possess the experience, knowledge, and skills to accomplish the objectives of the program, and shall be responsible for and/or meet the following:

- (1) Bachelor's degree in human services, gerontology, or other discipline with a background in business administration or equivalent work experience, knowledge and skills in services affecting the elderly, with seven (7) or more years of administrative and supervisory experience in program management;

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- (2) Maintaining current ServSafe Food Protection Manager Certification;

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- (3) Planning and development in the delivery of program services;

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- (4) Evaluation of program services and standards of operations;

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- (5) Resource development and grant writing activities;

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- (6) Fiscal management and budgeting;

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- (7) Community and advisory group collaboration and relations;

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- (8) Personnel management, training and staff development;

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- (9) Contractual compliance ensuring the efficiency, effectiveness and accountability of the Elderly Nutrition Program; and

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- (10) Shall not hold an executive position within the organization's board, as practicable.

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- c. PROGRAM MANAGER. The Program Manager for the Elderly Nutrition Program shall be responsible for ensuring the daily operations of the nutrition program is performed in accordance with the agreed upon scope of services for this program and shall meet the following:

- (1) Bachelor's degree in human services, gerontology, or other discipline with a background in business administration or equivalent work experience, knowledge and skills in services affecting the elderly, with five (5) or more years of administrative and supervisory experience in program management;

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- (2) Maintaining current ServSafe Food Protection Manager Certification; \_\_\_\_\_
- (3) Ability in accessing and developing resources and services responsive to the needs of the target population to be served; \_\_\_\_\_
- (4) Ability in refining and improving operations, work processes and quality of services responsive to the needs of the target population to be served; \_\_\_\_\_
- (5) Ability to train, supervise and develop program staff, including volunteers; \_\_\_\_\_
- (6) Ability to evaluate staff and the program for Effectiveness, efficiency and accountability and ensure compliance with the scope of services of this Bid; \_\_\_\_\_
- (7) Ensure referrals are initiated with the appropriate service providers for participants requiring additional services; and \_\_\_\_\_
- (8) Ability to maintain complete and accurate records and prepare reports in compliance with this program’s reporting requirements or as required through direction from the DPH&SS, DSC. \_\_\_\_\_

**2.0 STANDARD OPERATING PROCEDURES**

- 2.1 The Bidder shall ensure Standard Operating Procedures, inclusive of an Emergency Management Plan is submitted to the DPH&SS, DSC for review and approval within thirty (30) calendar days upon award of this IFB. \_\_\_\_\_
- 2.2 The Bidder shall ensure the Emergency Management Plan include contingency plans to address manmade and natural disasters. The Bidder shall visibly post emergency telephone numbers and the established emergency procedures for clients and staff, as applicable.  
The Bidder shall provide training to staff on the procedures to be followed in the event of manmade or natural disasters, or incidences, as applicable, which may impact the health, safety or welfare of e clients.  
The Bidder shall conduct quarterly drills with staff in response to a fire, earthquake, health emergencies, medical emergencies, physical threat, vehicle accidents and power and/or water outages. \_\_\_\_\_

**3.0 PROGRAM REPORTING REQUIREMENTS**

- 3.1 It is a requirement of the bid that Bidders provide invoices and reports on standard DPH&SS, DSC Elderly Nutrition Program Forms. The forms are named as follows: (Refer to Attached Sample Forms)
  - a. Program Report (Transmittal) Form (See Sample Form Attachment “A”) \_\_\_\_\_
  - b. Invoice Form (See Sample Form Attachment “B”) \_\_\_\_\_
  - c. Monthly Meal Record (See Sample Form Attachment “C”) \_\_\_\_\_
  - d. Accounts Receivable Activity Report Form (See Sample Form Attachment “D”) \_\_\_\_\_

- e. Program Income Report Form  
(See Sample Form Attachment “E”) \_\_\_\_\_
- f. Program Income Expenditure Report Form  
(See Sample Form Attachment “F”) \_\_\_\_\_
- g. Monthly Statistical Report  
(See Sample Form Attachment “G”) \_\_\_\_\_
- h. Monthly Program Summary Form  
(See Sample Form Attachment “H”) \_\_\_\_\_
- i. Release of Claims Statement Form  
(See Sample Form Attachment “I”) \_\_\_\_\_
- j. Intake Profile and Referral Form  
(See Sample Form Attachment “J”) \_\_\_\_\_
- k. Intake, Profile and Referral Record Change and  
Service Update Form (See Sample Form Attachment “K”) \_\_\_\_\_
- l. Determine Your Nutritional Health Form  
(See Sample Form Attachment “L”) \_\_\_\_\_

3.2 REPORTING. The Bidder shall meet with DPH&SS, DSC staff within the first week of being notified of being awarded this program to be orientated on the forms to be completed to satisfy the required Program Reporting Requirements. The Bidder shall ensure all monthly fiscal program reporting requirements be prepared utilizing the Microsoft Office Excel software unless otherwise agreed upon and approved by the DPH&SS, DSC.

- a. The Monthly Reports are due no later than ten (10) working days after the end of each reporting month, with the exception of the September Reports or for the month being reported on in which the contract expires, which are due no later than five (5) working days after the end of either the fiscal year or the expiration of the contract. \_\_\_\_\_
- b. The September Report or for the month being reported on in which the contract expires shall also include Release of Claims Statement and Listing of all staff reflecting Criminal History Record (Police Clearance) of Felony Arrest(s) or Conviction(s) that occurred within the past five (5) years, dates of Felony Arrest(s) or Conviction(s) and employment date of staff. The list provided by the Bidder shall include traffic citations and violations. \_\_\_\_\_

3.3 EVIDENCE OF PAYMENT. The Bidder shall ensure a copy of receipt of payment for services shall be provided to the DPH&SS, DSC within twenty-four (24) hours of receipt.

**4.0 ANNUAL AUDIT**

- 4.1 It is a requirement of the bid that Bidders who are Non-Profit Organizations and for Profit Organizations be in compliance with Office of Management and Budget OMB Circular A-133. \_\_\_\_\_
- 4.2 The Office of Management and Budget (OMB) Circular A-133 requires a *non-profit* organization that expends \$500,000.00 or more per year under Federal grants, cooperative agreements, and/or

procurement contracts to have an annual audit by a public accountant or a Federal, State, or local governmental audit organization. The audit must meet the standards specified in Generally Accepted Government Auditing Standards (GAGAS).

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4.3 A *for-profit* organization is required to have a non-Federal audit if, during its fiscal year, it expended a total of \$500,000.00 or more under one or more U.S. Department of Health and Human Services (HHS) awards (as a sub-recipient). Title 45, part 74.26(d) of the CFR incorporates the thresholds and deadlines of OMB Circular A-133 but provides *for-profit* organizations two options regarding the type of audit that will satisfy the audit requirements. The *for-profit* recipient may either have: A *Financial-Related Audit* as defined in, and in accordance with, the Government Auditing Standards, commonly known as the “Yellow Book”, (GPO stock 020-000-00-265-4) of all the HHS awards; or An *Audit* that meets the requirements of OMB Circular A-133.

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4.4 The Bidder shall prepare and provide to the DPH&SS, DSC within 30 days upon official notification of award of this IFB, a copy of their engagement with an entity to perform the independent audit of this program. This audit shall be completed and forwarded to the DPH&SS, DSC, no later than March 31<sup>st</sup> proceeding September 30<sup>th</sup> of each contract term.

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4.5 The Bidder shall prepare and provide supporting documents to resolve any questioned costs or material weaknesses identified in the annual audit.

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4.6 The Bidder is responsible for any questioned costs not resolved at the end of the Agreement year and remains the responsibility of the Bidder awarded said Agreement, even if the Bidder is not awarded the new IFB. The amount due resulting from any questioned costs shall be due to the DPH&SS, DSC within ninety (90) days upon notification by the DPH&SS, DSC, unless otherwise agreed upon by the DPH&SS, DSC and the Bidder.

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4.7 The Bidder is responsible for any questioned costs not resolved shall result in a deduction in the contractual amount of the entire amount questioned from the agreed upon value of the negotiated Renewal or the negotiated new Agreement awarded to the same Bidder.

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4.8 The Bidder on which the contract expires is required to comply with the *Annual Audit*. The *Annual Audit* shall be submitted to the DPH&SS, DSC six (6) months after the end of the fiscal year, service year, or upon the contract’s expiration, as applicable or as authorized and communicated in writing by the DPH&SS, DSC.

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<div><div>MONTHLY PROGRAM REPORT</div><div>ELDERLY NUTRITION PROGRAM</div><div><input type="checkbox"/> HOME-DELIVERED MEALS – C2</div><div>FY-2013</div></div>	
MONTH:	<div>SELECT ONE:</div> <div><input type="checkbox"/> OCT      <input type="checkbox"/> JAN      <input type="checkbox"/> APR      <input type="checkbox"/> JUL</div> <div><input type="checkbox"/> NOV      <input type="checkbox"/> FEB      <input type="checkbox"/> MAY      <input type="checkbox"/> AUG</div> <div><input type="checkbox"/> DEC      <input type="checkbox"/> MAR      <input type="checkbox"/> JUN      <input type="checkbox"/> SEP</div>
REVIEWED BY:	NAME OF PROGRAM MANAGER & SIGNATURE:
APPROVED BY:	NAME OF EXECUTIVE OR PROGRAM DIRECTOR & SIGNATURE:
SUBMITTED BY:	VENDOR'S NAME:
DATE OF SUBMISSION:	

SAMPLE BID FORM ATTACHMENT “A”



FY-201\_ HOME-DELIVERED MONTHLY MEAL RECORD  
VENDOR  
ELDERLY NUTRITION PROGRAM (ENP) C2  
MONTH: \_\_\_\_\_

AREA	DATES																								TOTAL
AGANA HEIGHTS																									0
AGAT																									0
ANIGUA																									0
ASAN																									0
BARRIGADA																									0
CHALAN PAGO																									0
DEDEDO																									0
HARMON																									0
INARAJAN																									0
MAINA																									0
MAITE																									0
MALOJLOJ																									0
MANGILAO																									0
MERIZO																									0
MONGMONG																									0
ORDOT																									0
PITI																									0
SANTA RITA																									0
SINAJANA																									0
TALOFOFO																									0
TAMUNING																									0
TOTO																									0
TUMON																									0
UMATAC																									0
YIGO																									0
YONA																									0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

SAMPLE BID FORM ATTACHMENT “C”

**FOR THE MONTH ENDING:**

## SAMPLE BID FORM ATTACHMENT "D"

FY-201_ PROGRAM INCOME REPORT				
VENDOR				
ELDERLY NUTRITION PROGRAM: HOME-DELIVERED MEALS - C2				
FOR THE MONTH ENDING:				
*PLEASE SPECIFY	MONTHLY CONTRIBUTIONS		YEAR-TO-DATE CONTRIBUTIONS	
	CASH	IN-KIND (CASH VALUE)	CASH	IN-KIND (CASH VALUE)
BALANCE CARRIED FROM SEPTEMBER			\$ -	
SERVICE CONTRIBUTIONS				
PROGRAM INCOME				
TOTAL AMOUNT (CASH)	\$ -		\$ -	
IN-KIND CONTRIBUTIONS				
		\$ -		\$ -
TOTAL AMOUNT (IN-KIND VALUE)		\$ -		\$ -

FY-201_ PROGRAM INCOME EXPENDITURES REPORT						
VENDOR						
ELDERLY NUTRITION PROGRAM: HOME-DELIVERED MEALS - C2						
FOR THE MONTH ENDING:						
PLEASE SPECIFY	ADMINISTRATIVE COSTS		SERVICE EXPENDITURES		TOTAL CURRENT	TOTAL YTD CUMULATIVE
	CURRENT	CUMULATIVE	CURRENT	CUMULATIVE		
PERSONNEL COSTS (110/111)						
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
SUBTOTAL (110/111)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TRAVEL (220)						
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
SUBTOTAL (220)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACTUAL (230)						
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
SUBTOTAL (230)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUPPLIES AND MATERIALS (240)						
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
SUBTOTAL (240)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EQUIPMENT (250) (under \$5,000.00)						
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
SUBTOTAL (250)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MISCELLANEOUS (290)						
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
SUBTOTAL (290)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
UTILITIES (360)						
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
SUBTOTAL (360)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CAPITAL OUTLAY (450) (over \$5,000.00)						
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
SUBTOTAL (450)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

SAMPLE BID FORM ATTACHMENT “F”

Service Provider: VENDOR

Program: Elderly Nutrition Program (ENP) C2 - Home-Delivered Meals

A. CLIENTS COUNT		Month Total	YTD
1.	Clients Served this Month as of October 1, 201_ <i>(Excluding New Clients Served)</i>		
2.	Total Intake, Profile and Referrals (IPRs) Form Received		0
3.	Total IPRs Determined to be Ineligible		0
4.	New Clients Served		
	a. From IPRs.....	<input type="text"/>	
	b. From Returned to Active Status <i>(New this FY)</i> .....	+ <input type="text"/>	
	c. From Waiting List.....	+ <input type="text"/>	
	d. New Clients Served for this month.....	= <input type="text" value="0"/>	0
Total Unduplicated Active Clients for the Month <i>(Add Month Total Lines 1 &amp; 4 inclusive of Clients Returned to Active Status previous this FY)</i>		0	
5.			
6.	Total Unduplicated Clients Registered <i>(from October 1, 201_ to September 30, 201_)</i>		0
CLIENTS ACTIVITY			
7.	Waiting List <i>(Clients not receiving any services)</i>		
	a. YTD from previous month.....	<input type="text"/>	
	b. NEW Clients added to the Waiting List.....	+ <input type="text"/>	
	c. Enter the value from Box 4c.....	- <input type="text" value="0"/>	
	d. Removed from Wait List <i>(no service provided)</i> .....	- <input type="text"/>	
	e. Total Waiting List for this month.....	= <input type="text" value="0"/>	
Aggregate		0	
B. UNITS OF SERVICE		Month Total	YTD
1.	Information and Assistance (1 Contact)		0
2.	Outreach (1 Contact)		0
3.	Nutrition Education (1 Session/Client)		0
4.	Nutrition Counseling (1 Session/Client)		0
Clients at High Nutritional Risk (score of 6 or higher from the Determine Your			
5.	Nutritional Health [DYNH] Checklist)		0
6.	Number of Regular Meals Served		0
Number of Special Meals Served:			
7.	a. Mechanical Meal	<input type="text"/>	
	b. Nutrition Supplement	<input type="text"/>	
	c. Blenderized Meal	<input type="text"/>	
	d. Vegetarian Meal	<input type="text"/>	
		0	0
Number of Meals Served to Spouse (regardless of age) and/or Caretaker of Eligible			
8.	Individual <i>(as approved by DPH&amp;SS, DSC)</i> .		0
Number of Meals Served to Persons with Disability residing in the household <i>(as</i>			
9.	<i>approved by DPH&amp;SS, DSC)</i>		0
10.	Total Meals Served (add lines 6, 7, 8 & 9)	0	0
C. VOLUNTEER(S)		Month Total	YTD
1.	Number of Volunteers - 60 years of age and above		0
2.	Number of Volunteers - 59 years of age and below		0
3.	Volunteer Hours Performed		0

Service Provider: VENDOR

Program: Elderly Nutrition Program (ENP) C2 - Home-Delivered Meals

D. CLIENTS ETHNICITY		*Previous Month	New This Month	YTD
1A.	Freely Associated States Clients			
	a. <i>Chuukese</i>	<b>Compact Impact</b> Requirements Freely Associated States (FAS)		0
	b. <i>Kosraean</i>			0
	c. <i>Pohnpean</i>			0
	d. <i>Yapese</i>			0
	e. <i>Marshallese</i>			0
	f. <i>Palauan</i>			0
1B.	Total FAS Clients ( <i>Add lines 1A - a through f</i> )	0	0	0
NAPIS (National Aging Program Information System) Reporting Requirements				
2.	American Indian or Native Alaskan			0
3A.	Asian:			
	a. <i>Cambodian</i>			0
	b. <i>Chinese (inclusive of Taiwanese)</i>			0
	c. <i>Indian</i>			0
	d. <i>Japanese (inclusive of Okinawans)</i>			0
	e. <i>Korean</i>			0
	f. <i>Malaysian</i>			0
	g. <i>Pakistani</i>			0
	h. <i>Filipinos</i>			0
	i. <i>Thai</i>			0
	j. <i>Vietnamese</i>			0
3B.	Total Asian Clients ( <i>Add lines 3A - a through j</i> )	0	0	0
4.	Black or African American			0
5.	Hispanic or Latino			0
6A.	Native Hawaiian or other Pacific Islander			
	a. <i>Chamorro (Guam)</i>			0
	b. <i>Hawaiian</i>			0
	c. <i>NMI (person having origins from Saipan, Rota or Tinian)</i>			0
	d. <i>Samoan</i>			0
	e. <i>Carolinian</i>			0
	f. <i>FAS Clients (post the sum of line 1B here)</i>	0	0	0
6B.	Total Native Hawaiian or other Pacific Islander ( <i>Add lines 6A - a through f</i> )	0	0	0
7.	White			0
8.	Total Clients (Equals the sum of lines 2, 3B, 4, 5, 6B and 7)	0	0	0
E. CITIZENSHIP		U.S.		NON - U.S.
		Month Total	YTD	Month Total



**FY-201\_ ELDERLY NUTRITION PROGRAM  
HOME-DELIVERED MEALS – C2**

**Month – Year**

**PROGRAM SUMMARY:**

Monthly Reports with transmittal page signed by the Program Director and Program Manager shall be complete, accurate, and received by the DPH&SS, DSC in the format provided no later than ten (10) working days after the end of each reporting month, with the exception of the September Reports that are due no later than five (5) working days after the end of the fiscal year and shall include:

- A. Activities Section
  - 1) Training, workshops, conferences and presentations attended by staff (include names of staff, dates attended, titles, presenters and locations)
  - 2) Accomplishments including presentations given
  - 3) Suggestion Box Feedback
- B. Complaints, Problems and Concerns and Proposed Solutions:
  - 1) From Eligible Individuals
  - 2) From Staff
  - 3) Regarding Services Provided
- C. Program Accomplishments: Provide a description highlighting the results achieved by the VENDOR.
- D. Plans for Next Month
  - 1) Staff and Volunteers Training Plan
  - 2) Management Plan
- E. Client Listing: Current year-to-date list of clients in alphabetical order containing the following information:
  - 1) Full Name (last name, first name, middle initial)
  - 2) Social Security Number
  - 3) Date of Birth
  - 4) Telephone Number
  - 5) Home Address
  - 6) Ethnicity
  - 7) Profile (client, caregiver or child with disability)
  - 8) Units of Service (Number of home-delivered meal provided for the reporting month)

SAMPLE BID FORM ATTACHMENT “H”

FY-201\_ RELEASE OF CLAIMS STATEMENT

CONTRACT: VENDOR

PROGRAM NAME: ELDERLY NUTRITION PROGRAM: HOME-DELIVERED MEALS COMPONENT

CONTRACT NO.: \_\_\_\_\_

KNOWN ALL MEN BY THESE PRESENTS:

In consideration of the promise and the sum of, the total amount of which will not exceed \_\_\_\_\_ lawful money of the United States of America and \_\_\_\_\_ of which has been paid and \_\_\_\_\_ of which is to be paid by the Government of Guam under the above mentioned contract, the undersigned Contractor does, and by the receipt of said sum shall, for itself, its successors and assigns, remise, release and forever discharge the Government of Guam, its officers, agents and employees of and from all liabilities, obligations and claims whatsoever in law and equity under or arising out of said contract.

IN WITNESS WHEREOF, this release has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

WITNESS:

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
SIGNATURE

By: \_\_\_\_\_

Title: \_\_\_\_\_

CERTIFICATE

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation as Contractor in the foregoing release; that \_\_\_\_\_ who signed said release on behalf of the Contractor was the \_\_\_\_\_ of the Corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
NAME AND SIGNATURE

DATE: \_\_\_\_\_

**SENIOR CITIZENS AGING SERVICES FY-2013  
INTAKE, PROFILE AND REFERRAL (IPR) FORM**

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**INSTRUCTIONS**

Title III reporting requirements provide statistical data for management and advocacy initiatives serving as indicators for new and continued funding of programs for seniors. The data collected is used for budget justifications, congressional inquiries, program development and mandated reports for federal, state and local agencies. Information must be accurate for it to be useful in supporting program services.

- ◆ **FORM:** This form is an Intake Profile and Referral (IPR) Form, and not an Assessment Form. Profile characteristics are used in developing new programs to meet the needs of the elderly. Each Service Provider may have their own Assessment Form for their specific programs.
- ◆ **DATA RETENTION:** Client data is inputted and retained in a main registry.
- ◆ **SSN:** If a client does provide a Social Security Number (SSN) then leave the space blank.
- ◆ **INCOME LEVEL:** The Income Level is based on the U.S. Department of Health and Human Services Poverty Guidelines and shall be completed before the Intake, Profile and Referral Form can be processed.
- ◆ **PRIORITIZATION OF SERVICES:** Information on health status, support system, housing condition and financial assets is collected should prioritization of services be necessary.
- ◆ **REFUSAL TO ANSWER:** Should a client refuse to answer a certain question, leave it blank. In the comments section, list the reason for not answering the question. This does not apply to Income Level.
- ◆ **SIGNATURE:** The signature of the client or responsible party is required before services can be provided.
- ◆ **SPECIAL ACCOMMODATIONS:** Clients requiring special accommodations shall inform the program in advance of their requirements.

◆ **SECTION B:**

- **Case Management Services.** Case Management Services Program, at a minimum, conducts an assessment to individuals requesting Adult Day Care Services, In-Home Services and Home-Delivered Meals. Entry into these programs shall not be permitted before an assessment is made and eligibility established by Case Management Services.
- **Transportation Services.** In order to meet demands, clients requesting transportation shall make reservations with the Transportation Services Program in advance for service. If the date requested cannot be accommodated, the Transportation Services Program shall recommend an alternate date. Requests for persons using wheelchairs or having a Personal Assistant/Personal Care Attendant shall be made in the same manner, whether for Center participation or to and from medical appointments, etc.
- **Elderly Nutrition Program.** To the extent practicable, meals are adjusted to meet special dietary needs of eligible participants, and shall be supported by a statement from the client's doctor or religious leader stating the necessity for special meals, including nutrition supplements. Mechanical (chopped) or pureed (blended) meals are not classified as special meals and shall be provided to the client at their request.

**FOR ADULT PROTECTIVE SERVICES  
(APS) REFERRALS, PLEASE  
CONTACT  
735-7421 / 7415 OR  
EMERGENCY RECEIVING HOME,  
24-HOUR CRISIS  
INTERVENTION HOTLINE  
AT 632-8853  
TWENTY-FOUR HOURS A DAY  
SEVEN DAYS A WEEK.**

**SAMPLE BID FORM ATTACHMENT "J" PAGE 1 OF 5**

<b>How did you learn of aging services?</b> <input type="checkbox"/> Self Inquiry <input type="checkbox"/> Another agency <input type="checkbox"/> Family/friends <input type="checkbox"/> Outreach <input type="checkbox"/> Media <input type="checkbox"/> Other: (Specify) _____	
<b>A. CLIENT INFORMATION</b>	
Last Name	
First Name	
Middle Name	
Date of Birth	
Place of Birth	
SSN	
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female
Village	
Home Address	
Mailing Address	
Ethnicity	
Citizenship	
Day Phone No.	
Night Phone No.	
<b>Marital Status</b> <input type="checkbox"/> Single <input type="checkbox"/> Legally Married <input type="checkbox"/> Domestic Partner Relationship <input type="checkbox"/> Divorced <input type="checkbox"/> Separated <input type="checkbox"/> Widowed	

<b>Living Arrangement (check all that apply)</b> <input type="checkbox"/> Lives Alone <input type="checkbox"/> Lives with Spouse <input type="checkbox"/> Lives with Domestic Partner <input type="checkbox"/> Lives with Family <input type="checkbox"/> Lives with Others <input type="checkbox"/> Lives in a Group Home: Specify: _____ <input type="checkbox"/> Lives in an Institution: Specify: _____		
<b>Special Needs (check all that apply)</b> <input type="checkbox"/> Language Interpreter: Specify: _____ <input type="checkbox"/> Assistive Device(s): Specify: _____ <input type="checkbox"/> Oxygen <input type="checkbox"/> Insulin Dependent <input type="checkbox"/> Requires Refrigeration of Medication <input type="checkbox"/> Other: Specify: _____ <input type="checkbox"/> No Special Needs Identified at this time		
<b>Mobility Status (check all that apply)</b> <input type="checkbox"/> Drives <input type="checkbox"/> Walks slowly <input type="checkbox"/> Walks with assistance <input type="checkbox"/> Climbs steps with assistance <input type="checkbox"/> Uses cane/crutches/walker <input type="checkbox"/> Uses a wheelchair <input type="checkbox"/> Homebound <input type="checkbox"/> Bedridden <input type="checkbox"/> Other: _____		
<b>Allergies</b> <input type="checkbox"/> Specify: _____ <input type="checkbox"/> None known at this time		
<b>Undergoing Treatment</b> <input type="checkbox"/> Hemodialysis <input type="checkbox"/> Cancer <input type="checkbox"/> Physical Therapy <input type="checkbox"/> Other: _____ <input type="checkbox"/> None at this time		
<b>Health Insurance</b>	Primary Insurance	Secondary Insurance
Policy No.		
Clinic Name		
Phone No.		

CLIENT'S NAME: \_\_\_\_\_ GETCARE ID: \_\_\_\_\_

Primary Doctor																															
Phone No.																															
<b>Health Status</b> <input type="checkbox"/> No Health Conditions <input type="checkbox"/> Minimal Health Conditions <input type="checkbox"/> Poor Health Condition																															
<b>Support System</b> <input type="checkbox"/> Support is available, but not living in the same household <input type="checkbox"/> Minimal Support, but not regularly available <input type="checkbox"/> No support system																															
<b>Housing Condition</b> <input type="checkbox"/> Full Concrete Structure <input type="checkbox"/> Semi Concrete Structure <input type="checkbox"/> Wood and Tin Structure																															
<b>Financial Assets (Refer to Scale)</b> <input type="checkbox"/> 29% to 49% below the poverty level <input type="checkbox"/> 50% to 74% below the poverty level <input type="checkbox"/> 75% or greater below the poverty level																															
<b>Income Level Family Unit Size (FUS)</b>  Is your income less than <table><tr><td>Unit Size</td><td>Per Month</td><td>Per Year</td><td>Yes</td><td>No</td></tr><tr><td>One (1)</td><td>\$1,164.16</td><td>\$13,970.00</td><td></td><td></td></tr></table> Is your combined income less than <table><tr><td>Unit Size</td><td>Per Month</td><td>Per Year</td><td>Yes</td><td>No</td></tr><tr><td>Two (2)</td><td>\$1,576.66</td><td>\$18,920.00</td><td></td><td></td></tr></table> Is your combined income less than <table><tr><td>Unit Size</td><td>Per Month</td><td>Per Year</td><td>Yes</td><td>No</td></tr><tr><td>Three (3)</td><td>\$1,989.16</td><td>\$23,870.00</td><td></td><td></td></tr></table> <input type="checkbox"/> Four (4) or more in FUS, add \$412.50 per month or \$4,950.00 per year for each additional member.  \$ _____		Unit Size	Per Month	Per Year	Yes	No	One (1)	\$1,164.16	\$13,970.00			Unit Size	Per Month	Per Year	Yes	No	Two (2)	\$1,576.66	\$18,920.00			Unit Size	Per Month	Per Year	Yes	No	Three (3)	\$1,989.16	\$23,870.00		
Unit Size	Per Month	Per Year	Yes	No																											
One (1)	\$1,164.16	\$13,970.00																													
Unit Size	Per Month	Per Year	Yes	No																											
Two (2)	\$1,576.66	\$18,920.00																													
Unit Size	Per Month	Per Year	Yes	No																											
Three (3)	\$1,989.16	\$23,870.00																													
<b>B. SERVICES REQUESTED</b> <input type="checkbox"/> Case Management Services <input type="checkbox"/> Adult Day Care Services <input type="checkbox"/> In-Home Services <input type="checkbox"/> Legal Assistance Services <input type="checkbox"/> National Family Caregiver Support <input type="checkbox"/> Senior Center Operations: _____ (Specify Center)  <input type="checkbox"/> Transportation Services: <input type="checkbox"/> Walks with no assistance (Non-Assisted)																															
<input type="checkbox"/> Walks with assistance (Assisted)  <input type="checkbox"/> Elderly Nutrition Program: <input type="checkbox"/> Congregate Meals (Center/Day Care) <input type="checkbox"/> Home-Delivered Meals (Homebound) <b>Meal Type:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Mechanical/Chopped <input type="checkbox"/> Pureed/Blenderized <input type="checkbox"/> Liquid Supplement <input type="checkbox"/> Special (Provide document from physician or religious leader to certify special meal requirement.)  <input type="checkbox"/> Ombudsman Program <input type="checkbox"/> Guam Medicare Assistance Program <input type="checkbox"/> Guam Senior Medicare Patrol Project  COMMENTS:																															
<b>C. CAREGIVER INFORMATION</b> <table><tr><td><input type="checkbox"/> Not Applicable</td><td><input type="checkbox"/> Caregiver <input type="checkbox"/> Paid - Paid by: _____ <input type="checkbox"/> Not Paid</td></tr></table> Last Name First Name Middle Name Date of Birth Day Phone No. Night Phone No. Relationship to Client		<input type="checkbox"/> Not Applicable	<input type="checkbox"/> Caregiver <input type="checkbox"/> Paid - Paid by: _____ <input type="checkbox"/> Not Paid																												
<input type="checkbox"/> Not Applicable	<input type="checkbox"/> Caregiver <input type="checkbox"/> Paid - Paid by: _____ <input type="checkbox"/> Not Paid																														
<b>D. GUARDIAN/AUTHORIZED REPRESENTATIVE INFORMATION</b> Last Name First Name Middle Name																															

CLIENT'S NAME: \_\_\_\_\_ GETCARE ID: \_\_\_\_\_

Day Phone No.		individuals, and those who reside in rural areas.
Night Phone No.		
Relationship to Client		
<b>E. EMERGENCY CONTACT NUMBER</b>		
Last Name		Voluntary contributions to Title III programs are encouraged and used to expand services. Services may not be denied because the client will not or cannot contribute to the cost of the program.
First Name		
Middle Name		
Day Phone No.		
Night Phone No.		
Relationship to Client		<b>I CERTIFY THE INFORMATION GIVEN BY ME IS TRUE TO THE BEST OF MY KNOWLEDGE, AND I UNDERSTAND IT WILL BE KEPT CONFIDENTIAL AND USED ONLY TO HELP ME RECEIVE THE BENEFITS/SERVICES WHICH I MAY BE ENTITLED.</b> <b>I HEREBY AUTHORIZE THE DISCLOSURE AND RELEASE OF THIS INFORMATION ONLY FOR THE PURPOSES FOR WHICH IT IS INTENDED. THIS AUTHORIZATION MAY BE REVOKED BY THE UNDERSIGNED AT ANY TIME BY GIVING WRITTEN NOTICE TO THE PARTIES AUTHORIZED HEREIN.</b>
<b>F. HIGH RISK CLIENTS UNDER EMERGENCY DECLARATION</b>		
A client is considered High Risk under Emergency Declaration if any of the following exists. This information shall be provided to the client's village Mayor in preparation for emergencies. <b><i>Check all that apply.</i></b> <input type="checkbox"/> Bedridden <input type="checkbox"/> Requires transportation and/or escort assistance for evacuation to shelter, e.g., those living alone. <input type="checkbox"/> Requires refrigeration of medication and/or is insulin dependent. <input type="checkbox"/> Requires oxygen. <input type="checkbox"/> Lives in substandard housing. <input type="checkbox"/> Not Applicable		Signature of Client or Authorized Representative (AR)
		Date
		Relationship to Client, if AR
<b>H. INTAKE INFORMATION</b>		
		Intake Worker
		Signature of Intake Worker
		Date of Intake
		Time of Intake
		Organization
		Phone Number
<b>G. ELIGIBILITY AND CONSENT OF CLIENT</b>		<b>IPR Forwarded To</b> <input type="checkbox"/> Adult Protective Services <input type="checkbox"/> Case Management Services Program
Individuals age sixty (60) years and older are eligible for Title III programs under the Older Americans Act. This Act also prioritizes services for: ◆ Persons who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated; and ◆ Persons with greatest economic need with particular attention to low-income individuals; persons with greatest social need with particular attention to low-income minority		

CLIENT'S NAME: \_\_\_\_\_ GETCARE ID: \_\_\_\_\_

<input type="checkbox"/> Elderly Nutrition Program (Congregate Meals)
<input type="checkbox"/> Legal Assistance Services Program
<input type="checkbox"/> Senior Center Operations Program
<input type="checkbox"/> Transportation Services Program
<input type="checkbox"/> National Family Caregiver Support Program
<input type="checkbox"/> Ombudsman Services
<input type="checkbox"/> Guam Medicare Assistance Program
<input type="checkbox"/> Guam Senior Medicare Patrol Project

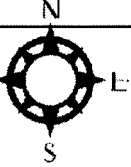
Forwarded By	
Date Forwarded	
Time Forwarded	
I. RECEIVING ORGANIZATION INFORMATION	
IPR Received By	
Date	
Time	
Date of Initial Contact with Client	
Time of Initial Contact with Client	

J. CLIENT'S HOME		
IF MAP IS SENT SEPARATELY, INCLUDE THE CLIENT'S NAME AND SSN AT TOP OF MAP		
Does the home have an accessible driveway?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If you use a wheelchair, is there an accessible ramp?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
MAP TO THE CLIENT'S HOME		
In the box below, draw a map to the client's residence marking the client's home with an "X". Indicate the house number, street name and the village where the client is from. Include primary and secondary access roads, type and color of the house, if fenced, landmarks such as adjacent to or across from the village community center, store, bus stop, etc. <i>All pets at your home shall be controlled by leash, cage, etc. in accordance with P.L. 15-96 and 22-13.</i>		

CLIENT'S NAME: \_\_\_\_\_

GETCARE ID: \_\_\_\_\_

W



E

SENIOR CITIZENS AGING SERVICES FY-2013  
INTAKE, PROFILE AND REFERRAL (IPR) RECORD CHANGE AND SERVICE UPDATE FORM  
*PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.*

*Use of this form will record a change or a program service update to a client's Intake, Profile and Referral form or to previously processed Record Change and Service Update forms. Requested changes should be supported with proper documentation i.e. marriage certificate, Mayor's Verification, etc. Please check below the applicable change(s).*

	RECORD CHANGE		SERVICE UPDATE CHANGE
1. Name (Last, First, Middle Initial)		3. Date of Birth (MM/DD/YR)	
2. Social Security Number (000-00-0000)		4. Effective Date of Action (MM/DD/YR)	

A. CLIENT INFORMATION (RECORD CHANGE)		
	FROM	TO
Village		
Home Address		
Mailing Address		
Telephone Number		
Marital Status		
Living Arrangement		
Special Needs		
Mobility Status		
Allergies		
Undergoing Treatment		
Health Insurance		
Health Status		
Support System		
Housing Condition		
Financial Assets		
Income Level		

b



SENIOR CITIZENS AGING SERVICES FY-2013  
INTAKE, PROFILE AND REFERRAL (IPR) RECORD CHANGE AND SERVICE UPDATE FORM  
*PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.*

<b>B. SERVICES REQUESTED (IPR SERVICE UPDATE(S))</b> Check the appropriate program(s) and/or indicate the non-aging specific program, and describe the change in service to include effective date of period change, and duration of change.	
<b>AGING PROGRAM</b>	<b>DESCRIPTION OF SERVICE UPDATE</b>
<input type="checkbox"/> Adult Day Care	
<input type="checkbox"/> Adult Day Care – Dementia Specific Center	
<input type="checkbox"/> Case Management Services	
<input type="checkbox"/> Elderly Nutrition Program – Congregate	
<input type="checkbox"/> Elderly Nutrition Program – Home Delivered	
<input type="checkbox"/> Guam Medicare Assistance Program	
<input type="checkbox"/> In-Home Services	
<input type="checkbox"/> Legal Assistance Services	
<input type="checkbox"/> National Family Caregiver Support Program	
<input type="checkbox"/> Senior Center Operations	
<input type="checkbox"/> Transportation Services	
<input type="checkbox"/> Other Social Services or Community Based Services. Specify: _____	

<b>C. CAREGIVER INFORMATION (RECORD CHANGE)</b>		
	<b>FROM</b>	<b>TO</b>
Name of Caregiver		
Telephone Number		
Relationship to Client		

<b>D. GUARDIAN / AUTHORIZED REPRESENTATIVE INFORMATION (RECORD CHANGE)</b>		
	<b>FROM</b>	<b>TO</b>
Name of Guardian / Authorized Representative		
Telephone Number		
Relationship to Client		

Client's Name: \_\_\_\_\_ Guam GetCare No: \_\_\_\_\_ Page 2 of 3

SENIOR CITIZENS AGING SERVICES FY-2013  
INTAKE, PROFILE AND REFERRAL (IPR) RECORD CHANGE AND SERVICE UPDATE FORM  
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

E. EMERGENCY CONTACT NUMBER (RECORD CHANGE)		
	FROM	TO
Name of Emergency Contact		
Telephone Number		
Relationship to Client		

F. HIGH RISK CLIENTS UNDER EMERGENCY DECLARATION (RECORD CHANGE)		
	FROM	TO
Specify High Risk		

J. CLIENT'S HOME (RECORD CHANGE)	
<b>DRAW A MAP TO THE CLIENT'S HOME</b> (Indicate primary and secondary access roads, type and color of the house, if fenced, landmarks such as adjacent to or across from the village community center, store, bus stop, etc.)	
<div><div>North</div><div>West<div>East</div>South</div></div>	

INTAKE INFORMATION		PROGRAM MANAGER	
Name of Intake Worker		Name of Program Manager	
Signature of Intake Worker		Signature of Program Manager	
Date of Intake		Date of Review	
Organization		DISPOSITION	
Aging Program		<input type="checkbox"/> APPROVED Effective Date:_____	
Contact No.		<input type="checkbox"/> DISAPPROVED Reason:_____	
Date Forwarded to Program Manager			

Client's Name: \_\_\_\_\_ Guam GetCare No: \_\_\_\_\_ Page 3 of 3

DSC IPR RECORD CHANGE AND SERVICE UPDATE FORM  
10.04.12  
ALL OTHER FORMS ARE OBSOLETE

*The Warning Signs of poor nutritional health are often overlooked. Use this checklist to find out if you or someone you know is at nutritional risk.*

Read the statements below. Circle the number in the Yes Column for those that apply to you or someone you know. For each “Yes” answer, score the number in the box. Total your nutritional score.

**DETERMINE  
YOUR  
NUTRITIONAL  
HEALTH**

	YES
I have an illness or condition that made me change the kind and/or amount of food I eat.	2
I eat fewer than 2 meals per day.	3
I eat few fruits or vegetables, or milk products.	2
I have 3 or more drinks of beer, liquor or wine almost every day.	2
I have tooth or mouth problems that make it hard for me to eat.	2
I don` t always have enough money to buy the food I need.	4
I eat alone most of the time.	1
I take 3 or more different prescribed or over-the-counter drugs a day.	1
Without wanting to, I have lost or gained 10 pounds in the last 6 months.	2
I am not always physically able to shop, cook, and/or feed myself.	2
<b>TOTAL:</b>	

**Total Your Nutritional Score. If it’s...**

**0-2    Good!** Recheck your nutritional score in 6 months.

**3-5    You are at moderate nutritional risk.** See what can be done to improve your eating habits and lifestyle. Your office of aging, senior nutrition program, senior citizens center or health department can help. Recheck your nutritional score in 3 months.

**6 or more    You are at high nutritional risk.** Bring this checklist the next time you see your doctor, dietician or other qualified health or social service professional. Talk with them about any problems you may have. Ask for help to improve your nutritional health.

*These materials developed and distributed by the Nutrition Screening Initiative, a project of:*

AMERICAN ACADEMY OF FAMILY PHYSICIANS

THE AMERICAN DIETETIC ASSOCIATION

NATIONAL COUNCIL ON AGING

**Remember that warning signs suggest risk, but do not represent diagnosis of any condition.** For more information, contact:

The Nutritional Screening Initiative  
2626 Pennsylvania Avenue  
NW, Suite 301  
Washington DC, 20037

Name: \_\_\_\_\_

Center: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Date: \_\_\_\_\_

**SAMPLE BID FORM ATTACHMENT “L”**

ITEM NO.	DESCRIPTION	UOM	QTY.	PRICE PER MEAL
1.1	Nutrition Services for the Comprehensive Management, Operations, and Maintenance of the Elderly Nutrition Program, Home-Delivered Meals component.	PER MEAL	1,000-1,200 (Estimated Range)	\$ _____

Estimated range of meals served per day one-thousand (1,000) to one-thousand two hundred (1,200) meals per day. For Fiscal Year 2013 and 2014 not expected to exceed one-thousand one hundred eighty (1,180) meals per day. Note: Exceptional days the minimum quantity will not be met due to dates identified by the Department of Public Health and Social Services not to exceed five (5) days.

The bidder shall receive from Department of Public Health and Social Services and Case Management Services service provider meal orders with the ENP bidder for eligible clients. Meal orders shall be communicated to the ENP Bidder by the Case Management Services service provider staff designee. Adjustments to the meal orders due to an increase or decrease of eligible clients shall be coordinated between the Case Management Services service provider staff designees and the ENP Bidder.

For the following table pattern below is a requirement for this program, meals must be based on this pattern.

a.	Meat/Poultry/Seafood	3oz. edible portion exclusive of skin, fat and bones (after cooking). 5 oz. which includes 3 oz. edible portion, exclusive of skin, fat, and bones (after cooking) plus at least 2 oz. of casserole or mixture.
b.	Vegetable/Salad	½ cup cooked and unbuttered as a separate item or 1 cup raw salad (e.g., cucumber or cabbage) with dressing.
c.	Rice/Bread/Mashed Potatoes	1 cup rice or 1 serving enriched bread or dinner roll; or 1 cup mashed potatoes with gravy.
d.	Margarine/Butter	1 tsp. when bread or dinner roll is served.
e.	Milk	½ pint low fat or skim.
f.	Fruits	½ cup without syrup or 1 whole fruit.
g.	Condiments	Salt and black pepper, individually packed.

## SCOPE OF SERVICES: PROGRAM SPECIFICATIONS

**BACKGROUND:** The Guam State Office on Aging (SOA) under the Division of Senior Citizens, Department of Public Health and Social Services, is responsible for coordinating all activities related to older persons on Guam as required under the Older Americans Act, and through Guam Public Law 14-139. A copy of the 2012-2015 Guam Four Year State Plan on Aging is available at the Guam Department of Public Health and Social Services URL website at [dphss.guam.gov](http://dphss.guam.gov).

The Division of Senior Citizens is charged with the responsibility to provide Supportive Services to help seniors remain in their communities. In accordance with the Older Americans Act of 1965, as amended in 2006, the Elderly Nutrition Program, Home-Delivered Meals nutrition services shall be provided to frail individuals age sixty (60) years and older authorized by the Case Management Services Program (CMSP).

Population to be served are persons age sixty (60) years or older who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated; shall be given priority in the delivery of services (Ref. 45 CFR 1321.69). Target populations to serve are older individuals with special emphasis on individuals with greatest economic need, (with particular attention to low-income minority individuals), older individuals with greatest social need (with particular attention to low-income minority individuals), and older individuals who reside in rural areas (Ref. Section 307[24] of the Older Americans Act of 1965, as amended). The Bidder shall target and serve older individuals with severe disabilities and develop collaborative programs, where appropriate, to meet their needs (Ref. Section 307 (25) of the Older Americans Act of 1965, as amended).

**PROGRAM INTENT.** To provide hot, nutritious meals that meet the minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowances (RDA) as established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council to eligible individuals, in a homebound setting.

Nutrition Services are provided to eligible individuals who are, as determined by the Case Management Services Program (CMSP), to be functionally impaired because:

1. The individual is unable to perform at least two (2) of the following Activities of Daily Living (ADL) without personal assistance, standby assistance, supervision or cues: eating, dressing, bathing, toileting, transferring in and out of bed/chair, and walking; or
2. The individual has a cognitive or other mental impairment, and requires substantial supervision because he/she behaves in a manner that poses a serious health or safety hazard to the individual or to other individuals; or
3. The individual has been determined to be eligible based on a comprehensive assessment of the individual, inclusive of temporary and permanent impairments. In cases where there is no evidence manifested of the impairments, a Physician's Certification of Individual's Eligibility for Services is required for services to commence.
4. The DPH&SS, DSC reserves the option to provide Nutrition Services to the underage spouse of the eligible individuals, caretakers of the eligible individual and to individuals residing in the home who have a disability whom otherwise meet Federal and local criteria.
5. The Elderly Nutrition Program Bidder shall provide the CMSP information on the status of the eligible individuals they serve, such as, and not limited to, when they attempt to deliver a meal and the eligible individual is not home or is advised that the eligible individual has been hospitalized. In such cases, Nutrition Services shall be suspended until the eligible individual is able to receive the meal service.

The Bidder shall comply with the provisions of Title III C2 Home-Delivered Meals of the Older Americans Act of 1965, as amended and the Code of Federal Regulations (45 CFR Chapter XIII, Subchapter C, Part 1321), and the Dietary Guidelines for Americans 2010 as published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture, url: [www.dietaryguidelines.gov](http://www.dietaryguidelines.gov) and the Recommended Dietary Allowances (RDA) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences. The current Dietary Guidelines for Americans is available for download at <http://www.dietaryguidelines.gov> to this procurement and incorporated herein as it is fully rewritten. As more recent updated versions of the Dietary Guidelines for Americans are issued by the federal government and become available they will automatically be incorporated herein. It is Bidder's responsibility to be updated and current with any such laws, regulations and guidelines.

The Elderly Nutrition Program Home-Delivered Meals nutrition services being acquired is to be funded by the Department of Health and Human Services, Administration for Community Living, through the Older Americans Act, As Amended, Grant Number: 13AAGUT3SP, Catalog of Federal Domestic Assistance (CFDA) Number 93.045, Title III-C2 and local Government of Guam funds being allotted, allocated and certified.

If funds for this program are not secured for any reason, the Government reserves the right to cancel this procurement consistent with Guam procurement law and regulations. This Invitation for Bid (IFB) and any contract issued under it shall be modified in writing at any time due to changes in Federal statutes or regulations, a material change in local law, organization, or policy changes in local or federal funding.

1.0 ELEMENTS OF ELDERLY NUTRITION PROGRAM HOME-DELIVERED MEALS COMPONENT

1.1 Number of Clients to be Served.

The Bidder shall serve estimated range of one-thousand (1,000) to one-thousand two hundred (1,200) quantity to eligible and authorized frail individuals.

The average number of home-delivered meals served for the reporting month of September 2012 is one thousand and ninety eight (1,098) meals.  
For the reporting period of September 2012, the number of ENP home-delivered meals served to eligible and authorized frail individuals as reported by location are as follows:

No.	Area	Meals Served	Average Meal Served*
1	Agana Heights	7,649	33
2	Agat	15,290	62
3	Anigua	1,217	4
4	Asan	2,471	7
5	Barrigada	20,596	84
6	Chalan Pago	7,656	21
7	Dededo	73,673	280
8	Harmon	5,763	19
9	Inarajan	3,209	12
10	Maina	1,246	5
11	Maite	1,260	5
12	Malojloj	3,969	11
13	Mangilao	27,591	118
14	Merizo	5,776	28
15	MongMong	5,187	21
16	Ordot	2,193	9
17	Piti	4,984	14
18	Santa Rita	11,455	46
19	Sinajana	12,265	48
20	Talofof	7,311	32
21	Tamuning	14,192	55
22	Toto	11,001	38
23	Tumon	1,890	6
24	Umatac	2,138	8
25	Yigo	27,519	96
26	Yona	9,251	34

\* Average Meal Served for this IFB refers to the average meals served to eligible individuals receiving home-delivered meals at the specified Area for the reporting period of September 2012.

1.2 NUTRITION SERVICES. Elderly Nutrition Program services shall be provided to eligible individuals in a home setting Monday through Friday. However, upon the Bidder being notified and authorized as funds are appropriated, allocated, and allotted by the DPH&SS, DSC, Nutrition Services shall be provided on weekends and holidays. Nutrition Services shall occur no later than two (2) working days after receipt of Intake, Profile and Referral Form and Determine Your Nutritional Health Form from the CMSP service provider.

2.0 ELIGIBLE INDIVIDUAL REGISTRATION AND MAINTENANCE

- 2.1 REGISTERED CLIENT. For the purposes of the ENP, a client who receives a home-delivered meal within the reporting fiscal year (October 1 through September 30) is counted as a registered client. The Bidder shall be responsible for registering clients and tracking deceased clients within the reporting fiscal year.
- 2.2 INTAKE, PROFILE AND REFERRAL FORM. The Intake, Profile and Referral (IPR) Form shall be used by the Bidder to refer eligible individuals to other Title III Aging Services.
- 2.3 MULTI-DISCIPLINARY TEAM MEETING. The Bidder at the request of other agencies providing services to eligible individuals they are providing meal services to, shall attend such meetings to assist in the coordination of services.
- 2.4 AWARENESS OF ELDER CONCERNS. The Bidder shall address problems and concerns of eligible individuals and submit them to the DPH&SS, DSC as part of the Monthly Program Reports. A record book of problems and concerns addressed or being addressed by the Bidder shall be maintained and made available upon request by the DPH&SS, DSC for review, monitoring and other program and administrative purposes.

3.0 PRIORITIZATION OF SERVICES

- 3.1 The Bidder shall be responsible for prioritizing services in the event there is a need to prioritize the provision of ENP, such as when the demand for services outweighs the available resources. The Bidder shall use the following scale to prioritize the provision of services to those in greatest socio-economic need, as necessary and as directed by the DPH&SS, DSC. The scale is based on three (3) focal areas, the older individual’s Mobility; Support System; and Housing Condition. The Prioritization of Services Table is based on a point system with nine (9) being the highest possible points garnered. The ENP eligible individuals who garner the highest points in descending order will establish the list of older individual in greatest socio-economic need.

Prioritization of Services Table:

Point System	Mobility	Support System	Housing Condition
1	Cane or Walker	Support is available; but not living in same household	Full concrete structure
2	Wheel chair users	Minimal support; but not regularly available	Semi-Concrete structure
3	Homebound and bedridden	No support system in place	Tin and wood structure



3.2 Based on the need to activate this provision, the number of persons to be served will be determined by the existing conditions at the time of implementation. In the event that the number of available slots is not sufficient to provide services to the number of persons determined to be at-risk and in need of services, the number of Activities of Daily Living (ADL) impairments will be applied to this distinct group as the determining factor for services. An additional factor in this point system may include whether the older individual is responsible for the care of a dependent. Any application of a scale of similar or like form is permissible provided prior authorization is granted by the DPH&SS, DSC.

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**4.0 ELEMENTS OF ENP HOME-DELIVERED MEALS OPERATIONS**

4.1 OFFICE HOURS. The Bidder shall maintain office hours for the Elderly Nutrition Program from 8:00 a.m. to 5:00 p.m., Monday through Friday, except on Federal and local holidays observed by the Government of Guam.

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4.2 MEAL SERVICE HOURS. The Bidder shall deliver home-delivered meals no earlier than 10:00 a.m. and no later than 12:30 p.m., Monday through Friday, except on Federal and local holidays observed by the Government of Guam. The DPH&SS, DSC reserves the option to expand meal services, which may include additional service times, as funds become available. No meals shall be delivered after 2:30 p.m. The Bidder must notify homebound clients, DPH&SS, DSC, and Case Management Services service provider that meals will not be delivered after 2:30 p.m.

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4.3 OPERATIONAL REQUIREMENTS. The Bidder shall provide the personnel, equipment and supplies to provide ENP nutrition services.

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4.4 FOOD SAFETY AND SANITATION. The Bidder shall comply with all governing statutes and rules and regulations of the Guam Department of Public Health and Social Services and other federal and local regulatory agencies for the requirements on, but not limited to, food and safety and sanitation.

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4.5 PREPARATION OF MEALS. The Bidder shall have the ability to prepare estimated range of one thousand (1,000) to one thousand two hundred (1,200) hot nutritious meals per service day in a central kitchen and to deliver them to approved homebound eligible clients.

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a. In purchasing food, preparing and delivering meals in the performance of this program, the Bidder shall follow appropriate procedures to preserve the nutritional value and food safety of the meals provided. It is encouraged for the Bidder to “Buy Local” for this nutrition program.

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b. Meals shall be prepared no earlier than four (4) hours prior to their delivery to the homebound eligible clients.

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c. Meals shall be low in saturated fat, sodium and cholesterol and prepared in a manner acceptable for persons with diabetes or hypertension. Monosodium Glutamate (MSG) shall not be used.

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- d. Meat, fish and poultry shall be tender and easy to chew.  
For the elderly eligible individuals who cannot consume solid foods, mechanical meals (chopped) or pureed meals (blenderized) shall be provided upon the request of the eligible individual or their caregiver, authorized representative or as indicated by the CMSP.
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4.6 MEAL PATTERN. The Bidder shall ensure meals comply with the provisions of Title III C2 Home-Delivered Meals of the Older Americans Act of 1965, as amended and the Code of Federal Regulations (45 CFR Chapter XIII, Subchapter C, Part 1321) and Dietary Guidelines for Americans published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture and shall furnish a minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowance (RDA), as established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council.

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Meals must conform to the following pattern:

a.	Meat, Poultry, Seafood	3 oz. edible portion, exclusive of skin, fat and bones (after cooking).  5 oz. which includes 3 oz. edible portion, exclusive of skin, fat, and bones (after cooking) plus at least 2 oz. of casserole or mixture.
b.	Vegetable/Salad	½ cup cooked and unbuttered as a separate item or 1 cup raw salad (e.g., cucumber or cabbage) with dressing.
c.	Rice/Bread/Mashed Potatoes	1 cup rice or 1 serving enriched bread or dinner roll; or 1 cup mashed potatoes with gravy.
d.	Margarine/Butter	1 tsp. when bread or dinner roll is served.
e.	Milk	½ pint low fat or skim.
f.	Fruits	½ cup without syrup or 1 whole fruit.
g.	Condiments	Salt and black pepper, individually packed.

4.7 MENU PREPARATION. The Bidder shall ensure menus shall be prepared for cycles of four (4) weeks and shall be changed monthly. Menus shall be prepared by the Bidder and submitted to the DPH&SS, DSC, at least thirty (30) working days prior to their implementation. Menus and meals substitutions shall be reviewed and approved by a Licensed Dietitian (LD) or Licensed Nutritionist (LN) prior to their submittal to the DPH&SS, DSC. The signature of the LD or LN and date of their approval shall appear on the menus prior to being sent or posted. The DPH&SS, DSC, shall require changes, as necessary, with respect to the appropriateness of the menus.

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4.8 MONTHLY MEAL MENU DISTRIBUTION. The Bidder shall distribute approved Monthly Meal Menus to the CMSP. Any changes to the menu shall be communicated to the CMSP and the DPH&SS, DSC no later than the day prior to the change.

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4.9 PROVISION OF SPECIAL MENUS. The Bidder in collaboration with CMSP, shall be provided documentation for the provision of special menus, where feasible and appropriate, to meet the particular dietary needs arising from the religious and/or health requirements of eligible individuals.

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- a. Eligible individuals requesting a special menu for religious reasons shall provide a signed statement from their priest, rabbi, pastor, etc. attesting to the dietary requirements of their faith that meet the 1/3 RDA. 

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- b. Eligible individuals requesting a special menu for health related reasons shall provide a signed statement from their physician or licensed nutritionist stating the medical necessity for special meals and the types of foods the participants can or cannot consume. 

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- c. The Bidder shall ensure vegetarian meals meet the most current RDA, the nutritional needs of the senior participant, shall be based on careful diet planning by a registered dietitian or nutritionist based on food servings delineated in the Food Guide Pyramid/Plate. CMSP shall provide the Bidder the physician's approval of the type of menu to be served and shall be provided only to properly documented requests by CMSP. 

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- d. Special meals shall not be provided without proper documentation. Meals not requiring documentation include the regular meal, mechanical (chopped) and pureed (blenderized) meals. All other meals, including vegetarian meals, require supporting documentation. CMSP shall provide the Bidder with copies of supporting documentation for each special menu request which the Bidder shall maintain in the eligible individuals file. 

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4.10 EMERGENCY MENUS. The Bidder shall develop and maintain a current Emergency Management Plan for the provision of meals or dry goods to eligible individuals during periods of officially declared emergencies. 

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4.11 PACKAGING OF MEALS. Home-Delivered Meals shall be delivered and served in pre-packaged form. These sealed containers shall be sanitary, convenient, and able to maintain proper food temperature and should be clearly labeled identifying Bidder, their telephone number, the preparation date, funding source: DPH&SS, DSC, Title III C, Older Americans Act, and the following statement: Compliments, Concerns, and Complaints, to include the delivery of meals earlier than 10:00 a.m. and later than 12:30 p.m., must be reported to the Bidder. 

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- a. Hot food containers shall be firm, compartmentalized with sections deep enough to prevent the mixing of one type of food with another; sealed so that heat is retained and dust or foreign matter cannot enter; impermeable so that liquid does not soak through; disposable; easy to open; and made to withstand being stacked for storing and carrying. 

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- b. Dinnerware shall consist of three section heavy duty plates, heavy duty cups, as applicable; heavy duty forks, knives, spoons; and cups and bowls with fitted lids for soups, salads and fruit. 

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- c. The Bidder shall ensure that breads, salads, desserts, juice, milk, and condiments are packed in compliance with health and sanitation laws. 

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- d. The Bidder shall ensure cold foods are packed separately from hot foods.
- e. The Bidder shall ensure that appropriate food containers and utensils for persons with disabilities are available to those persons identified by CMSP.

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4.12 FOOD TEMPERATURE. The Bidder shall ensure hot foods are maintained at or above 140 degrees Fahrenheit and cold foods shall be maintained at or below 40 degrees Fahrenheit, upon arrival at to the eligible individual.

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4.13 DELIVERY OF MEALS. The Bidder shall ensure all meals are complete with meal order, properly packaged, labeled and ready for delivery to homebound eligible individuals prior to leaving the central kitchen facility.

ENP delivery staff shall not leave meals unattended if no one is home to receive it. Leaving the meal in a cooler or outside refrigerator is not permitted. A door hanger or similar product shall be left at the home of the eligible individual indicating the ENP delivery staff was present to deliver the meal and no one was present to receive the meal.

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- a. If the eligible individual is not home on a regular basis due to medical appointments, a willing neighbor may be authorized to receive the meal provided a consent form signed by the neighbor and approved by the CMSP has been provided to the Bidder.
- b. ENP delivery staff shall physically see the client at least three (3) times per week to ensure the eligible individual is safe.
- c. Upon returning to the office, ENP delivery staff shall report to the ENP Program Manager significant changes in the eligible individual’s condition or two (2) consecutive days of non-delivery of meals to the eligible individual who in turn will notify the CMSP for their follow up.
- d. The Bidder shall ensure vehicles used in the delivery of meals are in compliance with the Guam Department of Public Health and Social Services (DPH&SS) Rules and Regulations Governing Eating and Drinking Establishments.

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4.14 MEAL COMPLAINTS. The Bidder shall immediately report complaints regarding meals to the DPH&SS, DSC program coordinator assigned to oversee this program, as follows:

- a. Meals not delivered within the designated delivery times.
- b. Meals that exclude certain items or do not meet specified portions.
- c. Meals appearing disarrayed, spoiled, contaminated or otherwise undrinkable or inedible.

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- d. Any meal determined spoiled or contaminated shall be reported in the Problems and Concerns and Proposed Solutions section of the Monthly Program Reports submitted to the DPH&SS, DSC.
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4.15 INSPECTION REPORTS. The Bidder shall submit a copy of all inspection reports received from government agencies inclusive of Food Service Establishment Inspection Reports to the DPH&SS, DSC no later than 10:00 a.m., the next business day following the inspection. A copy of all Food Service Establishment Inspection Reports received from the Division of Environmental Health, Guam Department of Public Health and Social Services shall also be submitted to the President of the Elderly Nutrition Program Council within the same time period.

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4.16 CLIENT FILES. All client files shall remain confidential. The Bidder shall maintain and update individual ENP client files which shall be retained for a period of three (3) years and shall include the ENP client's initial referral from CMSP for services with accompanying Intake, Profile and Referral Form and subsequent updates; Determine Your Nutritional Health (DYNH) assessment checklist and updates; Nutrition Services Service Plan (Special Meal Requirements), as applicable; Signed statement from their priest, rabbi, pastor, physician or licensed nutritionist as to what foods the client can or cannot consume; and Reports of accidents/incidents involving ENP clients and/or ENP Program staff, as applicable.

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## **5.0 ELEMENTS OF STAFFING REQUIREMENTS, CERTIFICATION AND TRAINING**

5.1 The Bidder shall ensure staff employed for the administration and operations of the ENP are qualified to execute their respective duties and responsibilities. Upon the awarding of this program, the Bidder shall provide DPH&SS, DSC with written job descriptions for each position involved in the direct delivery of ENP Home-Delivered Meal service.

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5.2 The Bidder shall ensure the following requirements shall be met by all staff prior to employment. Tuberculosis (TB) clearance to be renewed annually; Original Police, Court, and Traffic Clearances updated every three (3) years. Original Police, Court, and Traffic Clearances for new staff shall be dated no earlier than ninety (90) days prior to employment; Possess a High School Diploma or completion of a General Educational Development (GED) Test; Annual Orientation to Title III programs and Adult Protective Services presented by DPH&SS, DSC staff shall be met within the first month of each fiscal year, and new staff within thirty (30) days of employment; Current Health Certificates, which must be on the person, as required by the Division of Environmental Health, DPH&SS; and Annual completion of fire extinguisher and basic fire awareness training.

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5.3 The Bidder shall maintain a personnel file of every employee of the ENP in its central office. Their personnel file will include the employee's application for employment; current Tuberculosis (TB) clearance to be renewed annually; original or certified copy of Police and Court Clearances for new staff which shall be dated no earlier than ninety (90) days prior to

employment and original or certified copy of Police and Court Clearances of current staff shall be updated by the staff as changes occur to either of these two documents; copy of High School Diploma or General Educational Development (GED) certificate; copy of current Health Certificates while employed with this program; Documentation of attendance at Annual Orientation to Title III programs and Adult Protective Services by DPH&SS, DSC staff; acknowledgement receipt of the Adult Protective Services Mandate, Public Law 31-278; Acknowledgement of completion of fire extinguisher and basic fire awareness training, as applicable; Acknowledgement of Bidder's Drug and Smoke-Free Workplace Policy; Acknowledgement of Bidder's Equal Employment Opportunity Policy; Acknowledgement of Bidder's Standard Operating Procedures that includes Emergency Management Plan; and Reports of accidents and/or incidents involving ENP staff.

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5.4 The Bidder shall ensure ENP staff attends Title III Aging Programs, Title VII Ombudsman, and Aging Disability Resource Center (ADRC) Project or program database presented by DPH&SS, DSC. This orientation requirement shall be completed within the first month of each contract period, new staff within thirty (30) days of employment, and annually.

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**6.0 ELEMENTS OF STAFFING QUALIFICATIONS AND RESPONSIBILITIES**

6.1 Pre-Employment Screening. The Bidder shall not employ an individual for the ENP Home-Delivered Meal service if: He/she has been convicted of a felony within seven (7) years prior to the date of his/her initial employment with this program; or He/she has been convicted of a drug or alcohol offense.

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6.2 Qualifications. The Bidder shall ensure ENP Home-Delivered staff possess a High School Diploma or have attained a certificate of General Educational Development (GED). The Bidder shall ensure all services and activities provided by the ENP Home-Delivered staff is performed in a professional, courteous, safe, and caring manner. ENP Home-Delivered staff shall be sensitive, patient, and understanding in providing services to eligible individuals.

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a. The Bidder shall engage the services of a Licensed Dietitian (LD) or Licensed Nutritionist (LN), in accordance with P. L. 25-192, to be available to the ENP Home-Delivered meal component (Ref: Article 21 Ch.12 Div.1 Part 1 Title 10 GCA).

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b. The Bidder shall ensure all delivery staff is properly licensed by the Department of Motor Vehicle, Government of Guam.

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6.3 Licensed Dietitian (LD) or Nutritionist (LN) Responsibilities. The Bidder shall ensure the ENP LD or LN are knowledgeable and capable of performing the following responsibilities:

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a. Provide technical assistance, as required by the Bidder, to areas relating to food service for the Elderly Nutrition Program including food service equipment, purchases, recipes, portion control, food cost controls, food packaging, food delivery systems, and hygienic food service techniques

for the handling and preparing of food.

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- b. At a minimum, the LD or LN shall select and review quarterly ten (10) packaged meals prior to delivery to ensure specifications and requirements of the program are met. A copy of the inspection findings shall be provided to the DPH&SS, DSC after each quarterly review.
- c. Shall attend the Elderly Nutrition Program Council meetings quarterly to offer nutritional advice and guidance.

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6.4 ENP Delivery Staff Responsibilities. The Bidder shall ensure the ENP Delivery staff are knowledgeable and capable of performing the following responsibilities:

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- a. If the eligible individual is not home on a regular basis due to medical appointments, a willing neighbor may be authorized to receive the meal provided a consent form signed by the neighbor and approved by the CMSP has been provided to the Bidder.
- b. ENP delivery staff shall physically see the client at least three (3) times per week to ensure the eligible individual is safe.
- c. Upon returning to the office, ENP delivery staff shall report to the ENP Program Manager significant changes in the eligible individual's condition or two (2) consecutive days of non-delivery of meals to the eligible individual who in turn will notify the CMSP for their follow up.
- d. The Bidder shall ensure vehicles used in the delivery of meals are in compliance with the Guam Department of Public Health and Social Services (DPH&SS) Rules and Regulations Governing Eating and Drinking Establishments.

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**7.0 ADMINISTRATIVE REQUIREMENTS**

7.1 REQUESTS FOR INFORMATION. Requests for Information by the DPH&SS, DSC shall be acted upon in a professional manner and submitted to the DPH&SS, DSC within five (5) working days unless otherwise specified in the request. Corrections to information requested shall be submitted as specified by the GOVERNMENT.

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7.2 IMPROPER ACTIVITIES OF ENP STAFF. The Bidder shall report in writing to the DPH&SS, DSC within two (2) working days of learning of alleged acts of malfeasance, including embezzlement by their employees which affects the ENP. The Bidder shall file a report with the appropriate authorities and a copy shall be provided to DPH&SS, DSC.

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7.3 COMPLAINTS, PROBLEMS, AND CONCERNS. The Bidder shall attempt to remedy non-urgent complaints, problems and concerns of eligible individuals prior to reporting the matter to the DPH&SS, DSC. Urgent complaints, problems, and concerns requiring immediate attention shall be reported to the DPH&SS, DSC as soon as possible with written communications to be submitted by 10:00 a.m. the next business day or as determined

by the DPH&SS, DSC. This shall include complaints filed against the Bidder with local or Federal agencies by either eligible individuals or ENP staff.

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7.4 ACCIDENTS AND INCIDENTS. The Bidder shall ensure all accidents and incidents involving injury to individuals and/or damage to property is reported to the DPH&SS, DSC as soon as possible with written documentation containing the facts submitted no later than the following work day of the accident or incident. A copy of reports, i.e., GPD, GFD, GMH, Mayor, etc., issued regarding the accident or incident shall be submitted to the DPH&SS, DSC no later than the next working day following its receipt by the Bidder.

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7.5 STAFF IDENTIFICATION. The Bidder shall issue each staff a numbered photo identification card that shall be worn in clear view while on duty.

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7.6 PROPER HYGIENE AND DRESS CODE. The Bidder shall ensure all staff practice good hygiene and maintain a professional appearance. Staff providing direct services to eligible individuals shall wear closed-toed shoes for safety.

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7.7 MANAGEMENT PERSONNEL. Management personnel shall be knowledgeable of the provisions of the Bidder’s Agreement with the GOVERNMENT and be provided copies of the ENP Home-Delivered Meals IFB contract. The absence of the Executive or Program Director, Program Manager or other key personnel for more than three (3) consecutive days shall be reported in writing to the DPH&SS, DSC naming the person(s) authorized to act on their behalf and the expected duration of the appointment.

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**8.0 PROGRAM MONIES**

8.1 SERVICE CONTRIBUTIONS. The Bidder shall provide each eligible individual with an opportunity to voluntarily contribute to the cost of the ENP, a service contribution as defined in 45 CFR Part 1321.67 (Service Contribution). The Bidder shall in keeping with 45 CFR Part 1321.67 clearly inform each eligible individual that there is no obligation to contribute and that the contribution is purely voluntary; protect the privacy and confidentiality of each eligible individual with respect to the ENP eligible individual’s contribution or lack of contribution; and use all collected contributions to expand the service for which the contributions were given. No eligible individual shall be denied a service because the eligible individual will not or cannot contribute to the cost of the service. This information shall be documented in the Monthly Program Report.

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8.2 PROGRAM INCOME. The Bidder shall safeguard Program Income generated in support of the ENP, accounting for all funds in keeping with OMB Circular A-87 and 45 CFR Part 92.25 and 45 CFR Part 1321.67. This information shall be documented in the Monthly Program Report.

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8.3 UNEXPENDED SERVICE CONTRIBUTIONS AND PROGRAM INCOME.  
Unless approval is granted by the DPH&SS, DSC, Service Contributions and Program Income Funds shall be expended within the current contract period of each fiscal year (Funds). Funds not expended within each fiscal year may be used to reduce the Bidder's monthly invoiced amount, unless granted by DPH&SS, DSC for the Bidder to carry over the unexpended Funds into the next fiscal year. In the event the ENP contract is terminated, not renewed or expires, all unexpended Funds is immediately due within five working days and payable to the DPH&SS, DSC or to the new Bidder, as directed by DPH&SS, DSC. In the event unexpended Funds is not forwarded, the Bidder's final invoice shall be reduced by DPH&SS, DSC as an offset in an amount equal to the Funds not paid to the DPH&SS, DSC or to the new Bidder, as directed by DPH&SS, DSC.

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9.0 INSURANCE COVERAGE

9.1 The Bidder shall maintain and furnish the DPH&SS, DSC satisfactory evidence of insurance coverage to protect the integrity of the program. Insurance claims shall be reported in writing to the DPH&SS, DSC within five (5) business days of filing the claim.

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10.0 PROGRAM PENALTIES

10.1 MEAL DELIVERY AND SPECIFICATION COMPLIANCE.  
Meals shall be delivered no earlier than 11:00 a.m. and no later than 12:30 p.m., unless otherwise approved by the DPH&SS, DSC. The DPH&SS, DSC may assess a penalty from the cost of the total number of meals served for early or late delivery of meals based on the following schedule:

- a. 10 to 15 minutes early or late – 20%
- b. 16 to 20 minutes early or late – 25%
- c. 21 to 30 minutes early or late – 40%
- d. 31 minutes early – 100%
- e. 31 minutes late – \$25.00 penalty per meal

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10.2 MEAL EXCLUSION, SPOILAGE, INEDIBLE.  
The DPH&SS, DSC may assess a penalty based on the following percentages of the cost of the total number of meals served that day from the impacted area(s) from the meal price when any item on the menu is excluded, determined to be spoiled, does not meet the specified portions, is undrinkable or is otherwise inedible and is not replaced within the meal delivery time:

- a. 30% for meat, seafood, poultry, soup (or other main entrée)
- b. 20% for rice, bread, mashed potatoes, roll, fruit, vegetable/salad, milk
- c. 5% for salad dressing, condiments, margarine/butter

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10.3 ADMINISTRATIVE. In the event the initial submission of the Monthly report is incomplete, inaccurate, or missing, and upon notification by DPH&SS, DSC, the Bidder shall have three (3) working days to submit or resubmit, as applicable, the required reports and upon being cleared by DPH&SS, DSC, no penalties will be applied.

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In the event further corrections are required for any part of the required program reports, the DPH&SS, DSC will assess a penalty of *half of one percent* (.005) for incomplete, inaccurate or late submission of any of the required program reports and shall be calculated after any disallowed cost to the monthly invoice amount is applied.

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10.4 PERSONNEL AND CLIENT FILES AND RECORDS. Personnel and client files and records shall be kept current and filed accordingly. The Bidder shall have three (3) work days to correct personnel and client files and records identified to be incomplete, missing, inaccurate, outdated or expired. After the third work day has passed and the Bidder has not rectified the identified deficiency to the satisfaction of the DPH&SS, DSC, the Bidder will be assessed a flat penalty of Twenty-Five Dollars (\$25.00) for each personnel and client files and records identified to be deficient.

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10.5 ANNUAL AUDIT. As described in Section 4.0 Annual Audit of this Bid, the Bidder will be assessed a penalty of Five Hundred Dollars (\$500.00) for each month the annual audit is submitted late to DPH&SS, DSC. The payment of the penalty shall not be derived from Service Contributions or Program Income funds generated through this program. The payment shall be made payable to the DPH&SS, DSC and shall be the responsibility of the Bidder. The penalty may be waived, as authorized by the DPH&SS, DSC, provided the Bidder can demonstrate in good faith having executed an agreement with an independent auditing entity to conduct the audit within 30 days upon official notification of award of this IFB. If none exist, the Five Hundred Dollars (\$500.00) penalty will be applied for each month the annual audit is submitted late.

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**11.0 COMPENSATION FOR SERVICES**

11.1 For Fiscal Year 2013, the Elderly Nutrition Program Home-Delivered Meal nutrition services being acquired is funded by the Department of Health and Human Services, Administration for Community Living, through the Older Americans Act, As Amended, Grant Number: (13AAGUT3SP), Catalog of Federal Domestic Assistance (CFDA) Number 93.045, Title III-C2 and local Government of Guam funds being allotted, allocated and certified.

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11.2 UNAUTHORIZED SERVICES. Any unauthorized services rendered by the Bidder shall be considered a disallowed cost and shall be deducted from the monthly invoice. Any cost above the agreed amounts shall be at the expense of the Bidder.

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11.3 Under no circumstances shall the cost per meal exceed the agreed upon cost per meal in this Agreement, nor shall the number of meals invoiced exceed the number of meals ordered.

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11.4 The Bidder will be compensated upon the clearance of monthly invoices by DPH&SS, DSC. In any reporting month and there exist a discrepancy in the statistical, narrative or financial reports submitted by the Bidder, ten percent (10%) of the invoice amount after

applying any penalties or disallowed costs will be withheld until the discrepancy has been resolved to the satisfaction of the DPH&SS, DSC. Upon being notified by DPH&SS, DSC that the discrepancy has been resolved, the Bidder shall submit an invoice for the remaining ten percent (10%) to be processed accordingly.

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11.5 Payment shall be based upon costs submitted less disallowed costs and penalties, as applicable. Compensation based upon the aggregate of the costs submitted may be less than the agreed upon compensation but in no event shall it exceed the agreed upon compensation, unless otherwise provided for.

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**12.0 SPECIAL TERMS AND CONDITIONS**

**12.1 PROGRAM DATABASE.**

The Bidder shall be required to comply with the efforts of putting forth a unified automated information system that supports and promotes a coordinated and comprehensive system of care. This effort is spearheaded by DPH&SS, DSC in collaboration with the Guam Aging and Disability Resource Center (ADRC) Project grantee or other grantees. All Title III service providers and vendors shall be collaborators and partners of this effort. The Bidder shall ensure that their staff attend training, maintain and enter data, generate reports and conduct all necessary transactions in support of this reporting requirement. Orientation and training on the access and use of the Program Database will be coordinated and/or provided by DSC and the software company contracted to maintain the system at no cost to the bidder, with the exception of staff time to attend the orientation, training and technical assistance activities in support of the Program Database.

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**12.2 PROGRAM DATABASE INFORMATION SYSTEM.**

The software and hardware of the Program Database is currently funded by the ADRC Project grantee. The Bidder shall be granted access upon being awarded this program and will enter data.

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**12.3 GRANTOR RECOGNITION.**

The Bidder shall ensure recognition of the role of the grantor agency in providing services through the IFB. When a press release is issued or interview is given for any activity funded in whole or in part through this IFB, reference shall be given as to the funding source and funding agency. The Bidder shall prominently identify in all publications and advertisements that funding for the item(s) is provided through the DPH&SS, DSC to include all activities, facilities, and items utilized pursuant to the IFB. For example, *“This project is made possible through funds under Title IIIC2. Older Americans Act Amendments of 2000 and 2006, administered by the Department of Public Health and*

*Social Services, Division of Senior Citizens. ”*

All Advertisements by the Bidder about the program shall be submitted to the DPH&SS, DSC prior to distribution to the general public and local media.

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12.4 ELDERLY NUTRITION PROGRAM COUNCIL.

The Bidder’s Executive or Program Director or Program Manager shall attend the Elderly Nutrition Program Council meetings to discuss the menus for the current, previous and following month, recommend menu changes and respond to questions, concerns and complaints of the eligible individuals on this program. Recommendations made by the Bidder or the Elderly Nutrition Program Council for serving cold meals, i.e., sandwiches, must be approved in writing by the DPH&SS, DSC prior to being served. At a minimum, on a quarterly basis, the LD or LN employed by the Bidder shall attend the Elderly Nutrition Program Council meeting.

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12.5 PROGRAM INPUT. The Bidder

shall design a system that will allow eligible individuals or their family and caregiver an opportunity to express their thoughts on program services. The Executive or Program Director shall address each suggestion on a weekly basis and provide feedback through either a newsletter or open letter listing the suggestions received and the action taken, proposed action to be taken and the individual or organization that will be responsible to address or respond to the suggestion presented.

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12.6 STANDARDS OF CONDUCT. The Bidder

shall uphold the highest standards of conduct of their staff in administering services to the elderly. All staff shall abide by a zero tolerance of encouraging, accepting and receiving any type of loan, monetary gift or gratuity or any other form of financial gain from eligible individuals or their families.

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12.7 REMOVAL OR SUSPENSION OF PROGRAM PERSONNEL.

The DPH&SS, DSC, shall retain the absolute right and authority to demand removal and termination from the ENP for reasonable cause; any personnel furnished by the Bidder when DPH&SS, DSC determines this management intervention is required to be executed to safeguard the ENP. A disregard of Federal and local laws, regulations, policies, and non-compliance or non-performance with a contracted provision or provisions, but not limited to, shall be considered reasonable cause. The Bidder’s procedures used in the management of their personnel shall include this provision.

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12.8 ACTIVITIES OF PERSONNEL. The Bidder

shall ensure the Bidder or his/her employees do not contribute or make available Older Americans Act funds, personnel or equipment to any political party or association or to the campaign of any candidate for public or party office; or for use in advocating or opposing any ballot measure, initiative, or referendum [Ref. 45 CFR 1321.71(h)(1)].

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- a. The Bidder shall ensure the Bidder or his/her employees do not identify the Title III aging program or the provider with any partisan or nonpartisan political activity, or with the campaign of any candidate for public or party office [Ref. 45 CFR 1321.71(h)(2)].
- b. The DPH&SS, DSC, shall retain the final authority to suspend or terminate ENP personnel for reasonable cause; when DPH&SS, DSC determines this management intervention is required to be executed to safeguard the ENP.

12.9 DUPLICATION OF SERVICES. The Bidder shall ensure that all ENP Home-Delivered nutrition services that are part of this procurement are provided in an efficient and effective manner and where possible coordinated with other appropriate community services providers.

12.10 REPORT OF ABUSE OR NEGLECT. The Bidder shall immediately verbally report any suspected cases of abuse or neglect of elders and adults who have a disability and provide a written report within forty eight (48) hours to the Bureau of Adult Protective Services, DPH&SS, DSC or its contracted provider. (Ref. P.L. 31-278, G.C.A. Ch2 Title 10).

The Bidder shall immediately verbally report any suspected cases of abuse or neglect of children and provide a written report within forty eight (48) hours to the Child Protective Services Unit, Bureau of Social Services Administration (Ref. P.L. 20-209, G.C.A. Ch88 Title 10).

12.11 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). The Bidder shall comply with the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 and the Federal “Standards for Privacy of Individually Identifiable Health Information” promulgated under 45 CFR Part 160 and Part 164, Subparts A and E.

12.12 SOCIAL SECURITY NUMBER CONFIDENTIALITY ACT. The Bidder shall ensure compliance relative to preventing the inappropriate disclosure and misappropriation of Social Security numbers (Ref. P.L. 28-95, Article 7, G.C.A. Ch 32 Title 5).

12.13 ALCOHOL-FREE EVENTS. The Bidder shall ensure events funded or sanctioned through this program are “Alcohol Free” events.

- 12.14 CLIENT CONFIDENTIALITY. The Bidder shall ensure information obtained directly or indirectly from a ENP client be kept confidential and not released in a form that identifies the person without the informed consent of the person, or of his or her legal representative, unless the disclosure is required by court order or for program monitoring by authorized Federal, State or local monitoring agencies (Ref. 45 CFR 1321.51). [Privacy Rule Standards for Privacy of Individually Identifiable Health Information, Ref. 45 CFR Part 160 and Part 164, Subparts A and E].

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- 12.15 PROGRAM TRANSITION. All steps shall be taken by the Bidder to ensure a smooth and professional transition of the program to prevent any interruption of services to the eligible individuals and to preserve the integrity of the program.

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- a. The Bidder, who has not been awarded a new contract or renewal of an existing contract under this program, shall immediately prepare to relinquish all program related information, files, equipment, program income (contributions, donations, and gifts) balances and all other operational, administrative, and service documents and/or items to the new vendor.

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- b. The DPH&SS, DSC shall oversee the transfer of all program-related information, files, equipment, monies, etc., to the new vendor.

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- 12.16 ACCOUNTING SYSTEM (5 G.C.A. §5236). The Bidder shall ensure the organization possesses a financial management system that meets the standards of the Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments in financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management. The Bidder shall ensure their accounting system shall permit timely development of all necessary cost data in the form required by the DPH&SS, DSC.

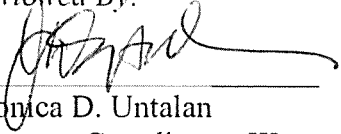
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- 12.17 FILES AND RECORDS MAINTENANCE. All files and records pertaining to the program shall be accurate and complete and made accessible to the DPH&SS, DSC and its authorized representatives and are subject to audit, monitoring, and evaluation.


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- 12.18 MONITORING. Unannounced monitoring of the Elderly Nutrition Program by the DPH&SS, DSC shall not be denied by the Bidder.

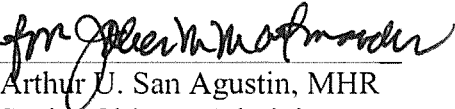
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- 12.19 PROGRAM SURVEY. The Bidder shall initiate a client survey of objectively collected and statistically valid data to gauge the perceptions of services rendered, to identify unmet needs and shall include corrective actions where necessary. The first survey shall be submitted to the DPH&SS, DSC in July 2014 for the service period rendered in FY2014 and the second and third surveys shall be submitted in July for Fiscal Years 2015 and 2016.

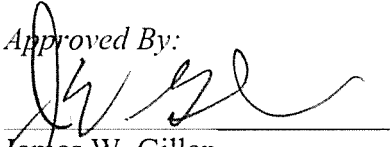
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The above Elderly Nutrition Program, Home-Delivered Meals Bid Specifications were drafted by personnel of the DPH&SS, DSC to include, but not limited to the Senior Citizens Administrator, Program Coordinator IV, and Program Coordinator III.

*Reviewed By:*  
  
\_\_\_\_\_  
Monica D. Untalan  
Program Coordinator III  
7/23/13  
\_\_\_\_\_  
Date

*Reviewed By:*  
  
\_\_\_\_\_  
Charlene D. San Nicolas  
Program Coordinator IV  
7-23-13  
\_\_\_\_\_  
Date

*Reviewed By:*  
  
\_\_\_\_\_  
Arthur U. San Agustin, MHR  
Senior Citizens Administrator  
7/23/13  
\_\_\_\_\_  
Date

*Approved By:*  
  
\_\_\_\_\_  
James W. Gillan  
Director, DPHSS  
7.23.13  
\_\_\_\_\_  
Date

## **ADDITIONAL CONTRACTUAL CONDITIONS**

The purchase order together with these additional contractual conditions incorporates Invitation for Bid No. GSA-0142-13

- (i) Final Payment and Release of Claims. Final payment shall be made upon satisfactory delivery and acceptance of all products and services as herein specified and performed under the contract. Prior to final payment; and as a condition precedent thereto, the Bidder shall execute and deliver to the department, a release in a form approved by the department of claims against the department arising under and by virtue of the contract.
- (ii) Written Notice of Claims. All written notice of claims shall be governed by the Guam Procurement Regulations, as set forth in Title 2 Guam Administrative Rules and Regulations, and/or as set forth by Guam law.
- (iii) Responsibility of the Bidder. The Bidder shall be responsible for the professional and technical accuracy of all work and materials furnished under the Contract. Bidder shall, without additional cost to the department, correct or revise all errors or deficiencies in its work identified during the term of the Contract, and as set forth in the Invitation for Bid No. GSA-0142-13.

The Department's review, approval, acceptance of, and payment of fees for services required under the Contract, shall not be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the Bidder's failure of performance, except as provided herein, and the Bidder shall be and remain liable to the Department for all direct costs which may be incurred by the Department as a result of the Bidder's negligent performance of any of the services performed under the Contract.

- (iv) General Compliance with Laws. The Bidder shall be required to comply with all federal and territorial laws and ordinances applicable to work, including the American Recovery and Reinvestment Act of 2009, if required.
- (v) Retention and Access to Records and Other Review. Bidder, including subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period for three (3) years from the date of final payment under the contract; for inspection by the Department. Each subcontractor by the Bidder pursuant to the contract shall include a provision containing the conditions of the section.
- (vi) Property of Documents. All briefs, memoranda and other incidental work or materials furnished hereunder shall be and remain the property of the Department including all publication rights and copyright interests, and may be used by the Department without any additional cost to the Department, except as provided herein. All documents that form part of the contract are the property of the Department and cannot be reproduced without the Department's authorization, except as provided herein.
- (vii) Indemnity. The Bidder agrees to save and hold harmless; the department, its officers, agents, representatives, successors, and assigns other governmental agencies from any and all suits or actions of every nature and kind, which may be brought forth, or on account of; any injury, death, or damage arising or growing out of the acts or omissions of the Bidder, the Bidder's officers, agents, servants, or employees under the Contract.
- (viii) Department not Liable. The Department assumes no liability for any accident or injury that may occur to the Bidder, his or her agents, dependents, or personal property while en route to or from this department or during any travel mandated by the terms of the agreement. The Department shall not be liable to the Bidder for any work performed by the Bidder prior to the approval of the agreement by the Director(s), and the Bidder hereby expressly waives and all claims for service performed in expectation of the agreement prior to its approval by the Director(s).
- (ix) The Department assumes no liability for any accident or injury that may occur to the Bidder, his or her agents, dependents, or personal property while en route to or from the Department or during any travel mandated by the terms of the contract. The Department shall not be liable to the Bidder for any work performed by the Bidder prior to the approval of the contract, and the Bidder hereby expressly waives and all claims for service performed in expectation of the contract.



- (x) Termination for Defaults Clause. Pursuant to 2 GAR Div. 4 §6101(8) (a) Default. If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in the contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the contractor's right to proceed with the contract or such part of the contract as to which there contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- (b) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the Procurement Officer, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the territory has an interest.
- (c) Compensation. Payment for completed supplies delivered and accepted by the territory shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the contractor and the Procurement Officer; if the parties fail to agree, the Procurement Officer shall set an amount subject to the contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. The territory may withhold from amounts due the contractor such sums as the Procurement Officer deems to be necessary to protect the territory against loss because of outstanding liens or claims of former lien holders and to reimburse the territory for the excess costs incurred in procuring similar goods and services.
- (d) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Procurement Officer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the territory and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements. Upon request of the contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any once or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the territory under the clause entitled (in fixed-price contracts, "Termination" for Convenience in cost reimbursement contracts)" Termination". (As used in this Paragraph of this clause the term "subcontractor" means subcontractor at any tier.)
- (e) Erroneous Termination for Default. If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the territory, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the territory, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.
- (f) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract."
- xi. Termination for convenience Clause. Pursuant to 2 GAR Div. 4 §6101(10) (a) Termination. The Procurement Officer may, when the interest of the territory so require, terminate this contract in whole or in part, for the convenience of the territory. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- (b) Contractor's Obligations. The Bidder shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Bidder will stop work to the extent specified. The

Bidder shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Bidder shall settle the liabilities and claims arising out to the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the Bidder's right, title, and interest under terminated orders or subcontracts to the territory, the Bidder must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(c) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the territory in the manner and to the extent directed by the Procurement Officer:

(1) any completed supplies; and

(2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The Bidder shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the territory has an interest. If the Procurement Officer does not exercise the is right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code of Guam, §2706 (U.S.C.G. §2706 is quoted at the end of this §6101(10) (d) Utilization of this Section in no way implies that the territory has breached the contract by exercise of the Termination for Convenience Clause.

(d) Compensation.

(1) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(2) The Procurement Officer and the contractor may agree to a settlement provided the contractor has filed a termination claim supported by cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the territory, the proceeds of any sales of supplies and manufacturing materials under Paragraph of this clause, and the contract price of the work not terminated.

(3) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the Bidder the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) costs of settling and paying claims arising out of the termination of subcontractors or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c) of this Paragraph;

(iv) the reasonable settlement costs of the contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the Bidder under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Bidder reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(3) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations."

## **I Changes Clause**

1 CHANGE ORDER: *reference GAR§ 6101 (3) (a)*

By a written order, at any time, and without notice to surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (A) Drawing, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the territory in accordance therewith;
- (B) Method of shipment or packing; or
- (C) Place of delivery.

2 ADJUSTMENTS OF PRICE OR TIME FOR PERFORMANCE:

If any such change order increases or decreases Contractor's cost of, or the time required for performance of any part of the work under this contract, whether or not changed by the order, any adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

Failure of the parties to agree to an adjustment shall not excuse Contractor from proceeding with the contract as changed, provided that the territory promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

3 TIME PERIOD FOR CLAIM:

Within 30 days after receipt of a written change order under Paragraph (1) (Change Order) of this clause, unless such period is extended by the Procurement Officer in writing, Contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar Contractor's claim unless the territory is prejudiced by the delay in notification.

A. Claims Barred After Final Payment.

No claim by Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

B. Other Claims Not Barred.

In the absence of such a change order, nothing in this clause shall be deemed to restrict Contractor's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled, "Claims Based on a Procurement Officer's Actions or Omissions, Notice of Claim Clause", or for breach of contract.

4 STOP WORK ORDER: *reference GAR§ 6101(4) (c)*

A. Order to Stop Work.

The Procurement Officer may, by written order to Contractor, at any time, and without notice to any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work expires, or within any further period to which the parties shall have agreed, the Administrator of Supply Management shall either:

(i) Cancel the stop work order; or

(ii) Terminate the work covered by such order as provided in the "Termination for Default Clause" or the "Termination for Convenience Clause" of this contract.

B. Cancellation or Expiration of the Order.

If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right

to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price shall be modified in writing accordingly, if:

- (i) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (ii) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

#### C. Termination of Stopped Work.

If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

D. Adjustment of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

### 5 PRICE ADJUSTMENTS: *reference GAR § 6101(6)*

#### A. Price Adjustment Methods.

Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:

- (i) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (ii) by unit prices specified in the contract or subsequently agreed upon;
- (iii) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
- (iv) in such other manner as the parties may mutually agree; or
- (v) in the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections of the regulations promulgated under Chapter 7 (Cost Principles) of the GAR and subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the GAR.

#### B. Submission of the Cost or Pricing Data.

Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of §3118 (Costs or Pricing Data) of the GAR.

### 6 CLAIMS BASED ON PROCUREMENT OFFICER'S ACTIONS OR OMISSIONS: *reference GAR § 5106(8)*.

#### A. Notice of Claim.

If any action or omission on the part of Procurement Officer, or designee of such officer, requiring performance changes within the scope of the contract constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(a) Contractor shall have given written notice to the Procurement Officer, or designee of such officer:

- (i) prior to the commencement of the work involved, if at that time Contractor knows of the occurrence of such action or omission;
- (ii) within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or
- (iii) within such further time as may be allowed by the Procurement Officer in writing.

This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer.

(b) the notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and

(c) Contractor maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

#### B. Limitations of Clause.

Nothing herein contained, however, shall excuse the Contractor from compliance with any rules of law precluding any territorial officers and any Contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.”

#### C. Adjustment of Price.

Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

### II WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES

(a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.

(b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801

(c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801

(d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802

(e) Any violation of Contractor or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803

(f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year. During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804

(g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805

(h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

### III Ethical Standards:

With respect to this procurement and any other contract that the Contractor may have, or wish to enter into, with any government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

### IV Prohibition against Gratuities and Kickbacks:

With respect to this procurement and any other contract that the Contractor may have or wish to enter into with any government of Guam agency, the Contractor represents that he has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

### V Prohibition against Contingent Fees:

The Contractor represents that he has not retained any person or agency upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies.

### VI Contractor's Warranty as to Employees and Sex Offenses. (*Guam Department of Public Health and Social Services, Division of Senior Citizens*) **Reference 5 GCA 5253 (b)**

Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry. Contractor warrants that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any contractor found in violation of this section, after notice from the Government of Guam, after notice from the contracting authority of such violation, shall within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action with the stipulated period may result in the temporary suspension of the contract at the discretion of the Government of Guam.

### VII Policy in Favor of Service-Disabled Veteran Owned Businesses P.L. 31-115 (September 20, 2011) 5 GCA § 5011 and § 5012

In the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that

is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a preference shall be given to that SDVOB by the Government of Guam, and the supply or service shall be purchased from said SDVOB. This shall be in addition to any other procurement benefit the SDVOB may qualify for under Guam law. A business concern is a qualified SDVOB if: (a) the business concern is licensed to do business on Guam; (b) the business concern maintains its headquarters on Guam; (c) the business concern is at least fifty-one (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability is service-connected as demonstrated by a DD214, and certified by an award letter from the U.S. Department of Veterans Affairs; the DD214 and Disability award letter from U.S. Department of Veterans Affairs are submitted to the Government of Guam procuring agency for every service offered; and the service disabled veteran(s) owner(s) of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.

The contractor awarded this procurement shall be providing IIC compliant elderly nutrition program nutrition services in keeping with all of the terms and conditions of this procurement.

#### VIII Term: ( Multi-Term)

The term of this contract shall be upon signing of Contract and expiring on September 30, 2014 with an option to renew for Two (2) addition Fiscal Years. Renewal options will be one fiscal year at a time, based upon availability of funds.

In the event funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be reimbursed the reasonable value of any non-recurring costs incurred but not amortized in price of supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for such purposes. The Government of Guam shall notify Contractor on a timely basis in writing that the funds are, or not, available for the continuation of the contract for each succeeding fiscal period. The multi-term period as set forth in this clause, does not affect either the Government of Guam's rights or the Contractor's rights under any termination clause of this contract.

#### IX Bid Price/Escalation Clause: (Multi-Term)

The bid price offered by the bidder, shall remain the same throughout the initial contract term. Escalation cost no more than 5% may be considered on the based upon rapid and substantial price fluctuations of an unknown nature (i.e., gasoline,oil,etc.) and is subject to adjustment. Escalation cost will be in effect based upon availability of funds and written approval by the Director, Department of Public Health and Social Services.

#### X Public Law 30-168, Prohibiting Discrimination for the Government of Guam Programs Solely on the Basis of Conviction of Status Offense.

The Bidder shall comply with the provision of this mandate in which *no* private entity that receives Government of Guam funding for any of its program may, *solely* on the basis of conviction of a status offense, discriminate against any person who would otherwise be eligible. Status offenses referenced above relates to truancy, possession of alcohol, or possession of tobacco.

#### XI Public Record.

The DPH&SS, DSC shall assume without a specific written designation that all elements of the IFB are a matter of public record.

#### XII Monitoring.

The Bidder cannot deny DPH&SS, DSC when it is conducting monitoring activities. Monitoring may include on-site observation of activities and/or staff, facility inspections, and discussions with clients regarding the effectiveness of the program. All documents related to the operations and delivery of services is subject to review by the DPH&SS, DSC.

#### XIII Program Specific Audit.

The DPH&SS, DSC reserves the right to have a Program Specific Audit performed by an independent auditing firm on this program. The Bidder shall extend their full cooperation in submitting requested information to the auditors in a timely manner.

#### XIV Client Survey By An Independent Contractor.

The Bidder shall conduct a client survey to gauge the clients' perceptions of nutrition

services rendered through the Elderly Nutrition Program. The survey should include feedback on quality and taste of food, presentation of food, packaging of meals, timeliness of meals delivered, and the strength and weaknesses of the program. The first survey shall be submitted to the DPH&SS, DSC in October 2013 for the service period remaining in Fiscal Year 2013 and the second and third surveys shall be submitted in July for Fiscal Years 2014 and 2015.

XV **Assign or Subcontract.**

The Bidder shall not assign or subcontract the Agreement, or any sum becoming due the Bidder under the provisions of the Agreement, without prior written consent of the DPH&SS, DSC.

**MANDATORY DISPUTES CLAUSE (2 GAR Div. 4 §9103(g))**

Pursuant to the Guam Administrative Rules and Regulations, the following provisions shall govern controversies or disputes between Department and Bidder:

The Parties agree to attempt resolution of all controversies which arise under, or are by virtue of, this Agreement through mutual agreement. If the controversy is not resolved by mutual agreement, then Bidder shall request Department in writing to issue a final decision within sixty (60) days after receipt of the written request. If Department does not issue a written decision within sixty (60) days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then Bidder may proceed as though Department had issued a decision adverse to Bidder.

Department shall immediately furnish a copy of the decision to Bidder, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt. DPHSS's decision shall be final and conclusive, unless fraudulent or unless Bidder appeals the decision to the Office of Public Accountability. Bidder shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

Bidder shall comply with Department's decision and proceed diligently with performance of this Agreement pending final resolution by the Office of Public Accountability of any controversy arising under, or by virtue of, this Agreement, except where Bidder claims a material breach of this Agreement by Department. However, only where Department makes a written determination that continuation of work under the contract is essential to the public health and safety, and such determination is supported by substantial facts, then Bidder shall proceed diligently with performance of the Agreement.

**MISCELLANEOUS PROVISIONS**

(i) **Severability.** The provisions of this Contract will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this Contract, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.

(ii) **No Waiver.** No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the party may have under this Contract.

(iii) **Assignment, Successors and Assigns.** Neither party may assign or otherwise transfer this Contract or any of the rights that it grants without the prior written consent of the other party. Any purported assignment in violation of the preceding sentence will be void and of no effect. This Contract will be binding upon the parties' respective successors and permitted assigns.

(iv) **Scope of Contract.** Refer to Invitation for Bid No. GSA-0142-13 is incorporated with this agreement.